

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
GENERAL FUND

RETURN TO COMMISSIONER

RESOLUTION 18-39

WHEREAS, the Cascade County Commission formalized the Interfund Loan for the Fox Farm RSID project via Resolution #18-22 establishing the terms and accounting for the repayment of the proceeds from the project over the next 20 years; and

WHEREAS, the General Fund revenue budgets need to have appropriations established to recognize the first installment of the loan repayment revenues in the amount of \$43,985 in principal loan proceeds plus \$15,915 in earned interest, said installment being due on February 15, 2018; and

WHEREAS, an increase in revenue budget authority of \$59,900 in the General Fund is required; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Please approve the following budget changes:

Print Name

Date _____

Mary K. Emberton 4/2/18
Budget Officer Date

Date _____

Fox Farm RSID #16-01 Loan Amortization Schedule

Enter values	
Loan amount	\$ 2,053,333.00
Annual interest rate	1.55 %
Loan period in years	20
Number of payments per year	2
Start date of loan	8/15/2017
Optional extra payments	

Loan summary	
Scheduled payment	\$ 59,897.51
Scheduled number of payments	40
Actual number of payments	40
Total early payments	\$ -
Total interest	\$ 342,567.45

Lender name: Cascade County for Fox Farm RSID #16

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/15/2018	\$ 2,053,333.00	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 43,984.18	\$ 15,913.33	\$ 2,009,348.82	\$ 15,913.33
2	8/15/2018	\$ 2,009,348.82	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 44,325.06	\$ 15,572.45	\$ 1,965,023.76	\$ 31,485.78
3	2/15/2019	\$ 1,965,023.76	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 44,668.58	\$ 15,228.93	\$ 1,920,355.18	\$ 46,714.72
4	8/15/2019	\$ 1,920,355.18	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 45,014.76	\$ 14,882.75	\$ 1,875,340.43	\$ 61,597.47
5	2/15/2020	\$ 1,875,340.43	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 45,363.62	\$ 14,533.89	\$ 1,829,976.80	\$ 76,131.36
6	8/15/2020	\$ 1,829,976.80	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 45,715.19	\$ 14,182.32	\$ 1,784,261.61	\$ 90,313.68
7	2/15/2021	\$ 1,784,261.61	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 46,069.48	\$ 13,828.03	\$ 1,738,192.13	\$ 104,141.71
8	8/15/2021	\$ 1,738,192.13	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 46,426.52	\$ 13,470.99	\$ 1,691,765.61	\$ 117,612.70
9	2/15/2022	\$ 1,691,765.61	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 46,786.33	\$ 13,111.18	\$ 1,644,979.28	\$ 130,723.88
10	8/15/2022	\$ 1,644,979.28	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 47,148.92	\$ 12,748.59	\$ 1,597,830.36	\$ 143,472.47
11	2/15/2023	\$ 1,597,830.36	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 47,514.33	\$ 12,383.19	\$ 1,550,316.03	\$ 155,855.65
12	8/15/2023	\$ 1,550,316.03	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 47,882.56	\$ 12,014.95	\$ 1,502,433.47	\$ 167,870.60
13	2/15/2024	\$ 1,502,433.47	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 48,253.65	\$ 11,643.86	\$ 1,454,179.82	\$ 179,514.46
14	8/15/2024	\$ 1,454,179.82	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 48,627.62	\$ 11,269.89	\$ 1,405,552.20	\$ 190,784.36
15	2/15/2025	\$ 1,405,552.20	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 49,004.48	\$ 10,893.03	\$ 1,356,547.72	\$ 201,677.39
16	8/15/2025	\$ 1,356,547.72	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 49,384.27	\$ 10,513.24	\$ 1,307,163.45	\$ 212,190.63
17	2/15/2026	\$ 1,307,163.45	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 49,766.99	\$ 10,130.52	\$ 1,257,396.46	\$ 222,321.15
18	8/15/2026	\$ 1,257,396.46	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 50,152.69	\$ 9,744.82	\$ 1,207,243.77	\$ 232,065.97
19	2/15/2027	\$ 1,207,243.77	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 50,541.37	\$ 9,356.14	\$ 1,156,702.40	\$ 241,422.11
20	8/15/2027	\$ 1,156,702.40	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 50,933.07	\$ 8,964.44	\$ 1,105,769.33	\$ 250,386.55
21	2/15/2028	\$ 1,105,769.33	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 51,327.80	\$ 8,569.71	\$ 1,054,441.53	\$ 258,956.26
22	8/15/2028	\$ 1,054,441.53	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 51,725.59	\$ 8,171.92	\$ 1,002,715.94	\$ 267,128.19
23	2/15/2029	\$ 1,002,715.94	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 52,126.46	\$ 7,771.05	\$ 950,589.48	\$ 274,899.24
24	8/15/2029	\$ 950,589.48	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 52,530.44	\$ 7,367.07	\$ 898,059.03	\$ 282,266.30
25	2/15/2030	\$ 898,059.03	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 52,937.55	\$ 6,959.96	\$ 845,121.48	\$ 289,226.26
26	8/15/2030	\$ 845,121.48	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 53,347.82	\$ 6,549.69	\$ 791,773.66	\$ 295,775.95
27	2/15/2031	\$ 791,773.66	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 53,761.27	\$ 6,136.25	\$ 738,012.39	\$ 301,912.20
28	8/15/2031	\$ 738,012.39	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 54,177.92	\$ 5,719.60	\$ 683,834.48	\$ 307,631.79
29	2/15/2032	\$ 683,834.48	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 54,597.79	\$ 5,299.72	\$ 629,236.69	\$ 312,931.51
30	8/15/2032	\$ 629,236.69	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 55,020.93	\$ 4,876.58	\$ 574,215.76	\$ 317,808.10
31	2/15/2033	\$ 574,215.76	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 55,447.34	\$ 4,450.17	\$ 518,768.42	\$ 322,258.27
32	8/15/2033	\$ 518,768.42	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 55,877.06	\$ 4,020.46	\$ 462,891.36	\$ 326,278.72
33	2/15/2034	\$ 462,891.36	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 56,310.10	\$ 3,587.41	\$ 406,581.26	\$ 329,866.13
34	8/15/2034	\$ 406,581.26	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 56,746.51	\$ 3,151.00	\$ 349,834.75	\$ 333,017.14
35	2/15/2035	\$ 349,834.75	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 57,186.29	\$ 2,711.22	\$ 292,648.46	\$ 335,728.36
36	8/15/2035	\$ 292,648.46	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 57,629.49	\$ 2,268.03	\$ 235,018.98	\$ 337,996.38
37	2/15/2036	\$ 235,018.98	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 58,076.11	\$ 1,821.40	\$ 176,942.86	\$ 339,817.78
38	8/15/2036	\$ 176,942.86	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 58,526.20	\$ 1,371.31	\$ 118,416.66	\$ 341,189.09
39	2/15/2037	\$ 118,416.66	\$ 59,897.51	\$ -	\$ 59,897.51	\$ 58,979.78	\$ 917.73	\$ 59,436.88	\$ 342,106.81
40	8/15/2037	\$ 59,436.88	\$ 59,897.51	\$ -	\$ 59,436.88	\$ 58,976.24	\$ 460.64	\$ -	\$ 342,567.45

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**A RESOLUTION TO ESTABLISH THE MONTANA
EXPO PARK GRANDSTAND FUND (FUND #4125)
FOR CAPITAL IMPROVEMENTS TO THE EXPO
GRANDSTAND CAPITAL BUILDING REPLACEMENT**

RETURN TO COMMISSION

RESOLUTION 18-40

WHEREAS, Montana Code Annotated § 7-6-616 (1) authorizes county governing bodies to establish a capital improvement fund for the replacement, improvement, and acquisition of property, facilities, or equipment that costs in excess of \$5,000 and that has a life expectancy of 5 years or more; and

WHEREAS, Montana Code Annotated § 7-6-616 (2) provides that a capital improvement plan for the fund must be formally adopted by the governing body for the county; and

WHEREAS, Montana Code Annotated § 7-6-616 (3) provides that the capital improvement fund may receive money from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year; and

WHEREAS, Montana Code Annotated § 7-6-616 (4) provides that money in the capital improvement fund must be invested as provided by law, and interest and income from the investment of the capital improvement fund must be credited to the fund; and

WHEREAS, the Grandstands at Montana Expo Park are at least 85 years old, having met or exceeded the useful life of the structure; and

WHEREAS, the Board of Cascade County Commissioners plans and intends to utilize the Expo Park Grandstand building for cultural and recreational uses such as the Montana State Fair and related activities such as horse racing; and

WHEREAS, the Grandstands need to be replaced with a structure of like function and capacity which requires the investment of capital ("Capital Improvements") to ensure continued safety and welfare of the public's use of the facility; and

WHEREAS, the costs of the anticipated Capital Improvements will exceed \$5,000 and have a life expectancy of 5 years or more; and

WHEREAS, the Board of Cascade County Commissioners is in the process of researching and formulating a Capital Improvement Plan (Plan) which will more fully articulate the specifics of the Capital Improvements to the Expo Grandstand Capital Building replacement and be formally adopted by the Board of County Commissioners pursuant to Montana Code Annotated § 7-6-616 (2); and

WHEREAS, pursuant to Montana Code Annotated § 7-6-616 (3), the Board of County Commissioners desires to establish a capital improvement fund for the Capital Improvements which will be set aside and accounted for in a separate Expo Grandstand Capital Building Fund (Fund #4125); and

WHEREAS, Fund #4125 may be funded from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year and that such funds shall be invested as provided by law, and interest and income from the investment of the capital improvement fund shall be credited to Fund #4125.

NOW THEREFORE, BE IT RESOLVED Cascade County establishes the Expo Grandstand Capital Building Fund - Fund #4125; and

RESOLUTION 18-40

BE IT FURTHER RESOLVED that the Expo Grandstand Capital Building Fund - Fund #4125, shall be funded from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year and that such all such funds shall be invested as provided by law, and interest and income from the investment of the capital improvement fund shall be credited to Fund #4125; and

BE IT FURTHER RESOLVED that the Expo Grandstand Capital Building Fund - Fund #4125 shall fund the Capital Improvements which shall be fully articulated in the Capital Improvement Plan for the Expo Grandstand Building replacement which shall be formally adopted by the Board of County Commissioners pursuant to Montana Code Annotated § 7-6-616 (2).

Passed and adopted this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

On this _____ day of _____ 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ESTABLISHING EXPO GRANDSTAND CAPITAL BUILDING FUND BUDGET

RETURN TO COMMISSION

RESOLUTION 18-41

WHEREAS, the Cascade County Commission established a Capital Improvement Fund via Resolution #18-40 for the purpose of funding replacement of the Expo Grandstand Capital Building to meet the needs for the public's use of the ExpoPark during the Montana State Fair; and

WHEREAS, the budget authority for FY2018 has been determined to be \$10,000 to begin preliminary engineering and architectural work as the initial expenditures for the project; and

WHEREAS, the revenue budget authority of \$10,000 is in the form of a transfer in from the General Fund; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke


Attachment A

To: Cascade County Board of Commissioners

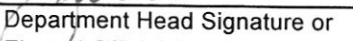
Prepared by: Mary K. Embleton

[illegible]

Establish budget authority for architectural work for the Expo Grandstand Capital Building replacement. Funding will be transferred from the General Fund.


4/5/2018

Department Head Signature or
 Elected Official Signature
 Date



Print Name

Mary K. Emberton 4/5/18
Budget Officer Date

Embleton, Mary

From: Weber, Jane
Sent: Friday, March 30, 2018 3:47 PM
To: Embleton, Mary; Brien, Diane; McKechnie, Denise
Cc: Moore, Rina; Briggs, Joe; Larson, James; Clifton, Brian
Subject: Grandstands at Expo Park

Diane, Denise and Mary – as you know the commissioners have been discussing the timing on the replacement of the grandstands. This will definitely be a capital project totaling around \$2+million.

We have need to create a 40XX Fund Code similar to the Executive Plaza for this grandstand project. Sorry for the short notice, but the commissioners would like to have this new Fund Code and a transfer of \$10,000 from the Commission Contingency fund to the 300.350 account line for work in conjunction with this project. Can you please work your magic to make this happen by COB on Monday so we can have on Wednesday's work session?

Thank you very much,
Jane

Jane Weber
Cascade County Commissioner
Courthouse Annex
325 2nd Avenue North
Great Falls, MT 59401
Office Phone: 406-454-6814 (direct line)
Office Phone: 406-454-6810 (Administrative Assistant, Bonnie Fogerty)
Cell Phone: 406-781-0741

Embleton, Mary

From: McKechnie, Denise
Sent: Wednesday, April 04, 2018 3:46 PM
To: Brien, Diane
Cc: Briggs, Joe; Larson, James; Weber, Jane; Embleton, Mary; Clifton, Brian; Ekberg, James
Subject: New Account sets

The following account sets have been created:

4125-337 A1240 – Expo Grandstand Capital Building, ExpoPark Grandstand
900.920- Building
900.921- Building Engineering/Architectural

1000-206 A1240 – General, Non-Capital Maintenance Projects
200.230- Repair & Maint. Supplies
300.360- Repair & Maint. Services

Thanks,

Denise McKechnie
Cascade County Accounting
406-454-6716
Fax 406-454-6802

April 10, 2018

Contract # 18-68

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Cascade County Copper Roof Replacement
CTEP Project – Change Order #4

INITIATED AND PRESENTED BY: Brian K. Clifton, Public Works Director

ACTION REQUESTED: Approval of Contract 18-68

BACKGROUND:

Renaissance Roofing, Inc., the construction contractor for the Cascade County Copper Roof Replacement CTEP Project, Contract #16-77, is requesting a change order in the amount of \$17,895.09 for time and materials to remove and replace wood sheathing at the scrolled base of the dome to the statue. The contractor is also requesting a time extension of fourteen (14) calendar days for this additional work to be performed and a total time extension of 42 days to account for 28 days documented but not included in Change Order #3 which was previously approved.

RECOMMENDATION: After careful consideration and review, staff recommends approval of Contract 18-68.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-68, Change Order #4 to the Cascade County Copper Roof Replacement CTEP Project, Contract #16-77 for Renaissance Roofing, Inc.'s time and cost of materials to remove and replace wood sheathing at the scrolled base of the dome to the statue that will result in a new contract sum of \$3,814,229.53 and the contractor's request of a time extension of 42 days.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-68, Change Order #4 to the Cascade County Copper Roof Replacement CTEP Project, Contract #16-77 for Renaissance Roofing, Inc.'s time and cost of materials to remove and replace wood sheathing at the scrolled base of the dome to the statue that will result in a new contract sum of \$3,814,229.53 and the contractor's request of a time extension of 42 days.



Document G701™ – 2001

CONTRACT

18-68-

Change Order

RETURN TO COMMISSION

PROJECT (Name and address): CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR Great Falls, MT 59401	CHANGE ORDER NUMBER: 004 DATE: June 23, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): RENAISSANCE ROOFING, INC. P.O. Box 5024 Rockford, IL 61125	ARCHITECT'S PROJECT NUMBER: 14036.00 / STEP No. 5299(109) CONTRACT DATE: May 24, 2016 ORIGINAL CONTRACTS: RO323122, RO326794 CONTRACT FOR: GENERAL CONSTRUCTION	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Reference the attached 'Change Order Without Contingency' document for Change Order Number 4 that includes a descriptive list of modified items.

The original Contract Sum was	\$ 3,578,900.00
The net change by previously authorized Change Orders	\$ 217,434.44
The Contract Sum prior to this Change Order was	\$ 3,796,334.44
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,895.09
The new Contract Sum including this Change Order will be	\$ 3,814,229.53

The Contract Time will be increased by FORTY-TWO (42) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 12, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WISS, JANNEY, ELSTNER
ASSOCIATES, INC.

ARCHITECT (Firm name)

10 South LaSalle Street, Ste 2600
Chicago, IL 60603

ADDRESS

BY (Signature)

Larry Meyers, Principal
(Typed name)

DATE

RENAISSANCE ROOFING, INC

CONTRACTOR (Firm name)

P.O. Box 5024
Rockford, IL 61125

ADDRESS

BY (Signature)

SEE ATTACHED
(Typed name)

see attached

DATE

CASCADE COUNTY BOARD OF
COUNTY COMMISSIONERS

OWNER (Firm name)

323 2nd Ave. North, Room 111
Great Falls, MT 59401

ADDRESS

BY (Signature)

SEE ATTACHED
(Typed name)

see attached

DATE



CHANGE ORDER WITHOUT CONTINGENCY

Project Name: Cascade County Courthouse Copper Roof Replacement & Exterior Repair, Great Falls, MT
Change Order Number: 4
Project Number: 14036.00 / STPE No. 5299(109)
Initiation Date: 7/11/2017
To: Renaissance Roofing, Inc.
Contract Date: 5/24/2016
Original Contracts: RO323122, RO326794

The General Contractor is directed to make the following changes to this Contract:

ITEM	DESCRIPTION	ADD/(DEDUCT)
1	RR CO #009: T&M to remove and replace sheathing at scrolled base of dome to statue	\$17,895.09
2	RR CO #007: Time extension documente but not included in CO #3	\$0.00
TOTALS		\$17,895.09

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Original Contract Sum	\$	3,578,900.00
Change by Previously Authorized Change Orders	\$	217,434.44
Contract Sum Prior to this Change Order	\$	3,796,334.44
The Original Contract Sum will be increased by this Change Order in the amount of	\$	17,895.09
The new Contract Sum including this Change Order will be	\$	3,814,229.53

The date of Substantial Completion shall be INCREASED a total of 42 days (fourteen days by CO #009 and twenty-eight days by CO#007) as of this Change Order and is therefore **March 12, 2018**.

Issued:	Accepted:	Authorized:
ARCHITECT: A&E Architects, P.C. 222 North Higgins Ave Missoula, MT 59802 By:  Paul Filicetti, AIA Date: 2.2.18	CONTRACTOR: Renaissance Roofing, Inc. P.O. Box 5024 Rockford, IL 61125 By: - Please See Attached - Date: - Please See Attached -	OWNER: Commissioners 325 2nd Ave. North, Room 111 Great Falls, MT 59401 By: - Please See Attached - Date: - Please See Attached -

CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR

Project Number: 14036.00 STPE 5299(109)

Original Contracts: RO323122, RO326794

CHANGE ORDER #4 Signatures

CASCADE COUNTY BOARD OF COUNTY COMMISSIONERS:

Jane Weber, Chair Date

Joe Briggs, Commissioner Date

James Larson, Commissioner Date

APPROVED AS TO FORM AND CONTENT:

Chief Civil Deputy County Attorney Date

CONTRACTOR:

ATTEST:

RENAISSANCE ROOFING, INC.

 3-21-18
(Signature) Date

(Signature) Date

Renaissance Roofing

I N C O R P O R A T E D

Tile and Slate Roofing Systems

www.claytileroof.com

1-800-699-5695

BELVIDERE/CHICAGO OFFICE
P.O. Box 5024, Rockford, IL 61125
2231 Hawkey Drive, Belvidere, IL 61008
815/547.1725; Fax: 815/547.1425

ST. LOUIS OFFICE
2306 Lemp Avenue
St. Louis, MO 63104
314/772.6222; Fax: 314/772.6224

CHANGE ORDER

Project: Cascade County Courthouse

Cascade County Courthouse
Copper Roof Replacement

Change order number: 009
Date: 01/12/18
Architect's/G.C. project #: 14036
Contract date: 05/24/16

The Contract is to be changed as follows:

Base of dome, T & M replacement of damaged wood sheathing (<15% credit allowance. Base of statue, framing/sheathing replacement T & M.

\$ 17,895.09

Total Change Order

\$ 17,895.09

BREAKDOWN

Description	Units	Unit Price	Subtotal
Dome Base labor, demo/install	148.00	107.00	15,836.00
Dome Base, materials	1.00	1,532.14	1,532.14
Credit: 15% allowance	-15%	17,368.14	(2,605.22)
Base of Statue labor, demo/install	27.00	107.00	2,889.00
Base of Statue materials	1.00	51.97	51.97
Bond Cost @ 1.08%	17,703.89	1.08%	191.20

Total Cost of Additional Work

17,895.09 ✓

This work will require an additional 14 calendar days for the project duration.

The original contract sum, including all alternates was	\$ 3,578,900.00
The net change by previously authorized change orders	\$ 217,434.44
The contract sum at time of this change order	\$ 3,796,334.44
The contract sum is to be modified by amount of this change order	\$ 17,895.09
The new contract sum total, including this change order	\$ 3,814,229.53

The TIME of this project has increased by (14) days, as a result of this change order.

Renaissance Roofing, Inc.

Contractor (Firm name)

Owner

2231 Hawkey Drive, Belvidere, IL

Address

Address

By (signature)

By (signature)

Jeffrey A. Kassel

Name (print)

Name (print)

Friday, January 12, 2018

Date

April 10, 2018

Contract #18-72

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Solid Waste Disposal Agreement
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Contract 18-72

BACKGROUND:

This Agreement updates a previously existing agreement Cascade County has had with Montana Waste Systems, Inc. (MWS). MWS has been operating a sanitary landfill and has agreed to continue to provide for disposal of and other solid waste related services. Due to ongoing negotiations for this agreement, the commencement date is October 1, 2017 and the term is for five (5) years from October 1, 2017. The agreement provides for automatic five (5) year renewals. The rates for solid waste disposal are articulated on Exhibit A and vary depending on the type of waste.

RECOMMENDATION: Approval of Contract 18-72

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-72 a Solid Waste Disposal Agreement with Montana Waste Systems, Inc.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-72 a Solid Waste Disposal Agreement with Montana Waste Systems, Inc.

SOLID WASTE DISPOSAL AGREEMENT

This Solid Waste Disposal Agreement ("Agreement") is made this _____ day of _____, 2018, by and between Cascade County, Montana ("County") a political subdivision duly organized and existing under the laws of the State of Montana, whose mailing address is 325 2nd Avenue North, Room 111, Great Falls, Montana 59401 and Montana Waste Systems, Inc., a Montana corporation authorized to do business in the State of Montana ("MWS"), whose mailing address is PO Box 2645, Great Falls, Montana 59403.

WITNESSETH

WHEREAS, County desires to obtain disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction;

WHEREAS, County has the power to enter into service contracts for the disposal of solid waste;

WHEREAS, MWS operates a sanitary landfill and desires to provide disposal and other solid waste related services.

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

ARTICLE I**Definitions**

1.1 "Acceptable Waste" means any and all waste that is solid waste, as the latter term is defined in Montana State law except Unacceptable Waste, as defined below.

1.2 "Delivery Date" means October 1, 2017, which is the date Waste Material is first accepted for disposal pursuant to this new Agreement.

1.3 "Disposal Site" means the landfill permitted and operated by MWS near the City of Great Falls, Cascade County, Montana.

1.4 "Hazardous Waste" means any waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance as storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "hazardous substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. as amended and the regulations promulgated thereunder or as defined under Montana law and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

1.5 "County" means the political subdivision of the State of Montana for the geographical area comprising Cascade County, Montana.

1.6 "Special Waste" means any waste, (even though it may be part of a delivered load of waste), which is:

(a) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (c)-(h) of this definition below;

(b) waste transported in a bulk tanker;

(c) liquid waste: For purpose of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095). Sewage sludge from a publicly owned treatment works, shall be considered liquid if it contains less than 20% solids by weight;

(d) sludge waste;

(e) waste from an industrial process;

(f) waste from a pollution control process;

(g) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (a)-(f) or (h) of this definition;

(h) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (a)-(g) of this definition;

(i) residential wastes only if a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requires special or additional management that differs from the requirements applicable on the effective Date of this Agreement; or

(j) any Miscellaneous Special Waste as defined in Exhibit A.

1.7 "Suspicious Waste" is waste which MWS reasonably suspects may be "Unacceptable Waste."

1.8 "Taxes" means all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Disposal Site, and ad valorem taxes for MWS's personal property located thereon and used in connection therewith. Should the state in which the Disposal Site is located, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Disposal Site, impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee with MWS will be required to pay, either by way of substitution for, or in addition to, a tax levied against the Disposal Site or MWS's personal property, such taxes, assessments, fees or charges will constitute "Taxes" hereunder.

1.9 "Unacceptable Waste" means any and all waste that is either:

(a) Waste which is prohibited from disposal at a sanitary landfill by state, federal or local law, regulation, rule, code, ordinance, permit or permit condition;

(b) Hazardous waste, as defined in 1.4 above; or

(c) Special Waste without an approved Special Waste Agreement as described in Section 4. "Unacceptable Waste" shall not include residential waste unless residential waste is prohibited by a change in law which becomes effective after the Effective Date of this Agreement.

1.10 "Waste Handler" means all "Acceptable Waste" over which County has disposal authority and which, in compliance with governmental licenses and permits in effect, may be disposed of at the Disposal Site.

1.11 "Consumer Price Index" ("CPI") means the percentage increase for the preceding twelve (12) month period in the Consumer Price Index. The CPI is determined by calculating the average of the sum of the U.S. city average and the west urban size B-C-50,000-150,000, pursuant to the "Consumer Price Index" for all urban consumers ("CPI-U").

ARTICLE 2

Terms of Agreement

2.1 Effective Date. This Agreement will be effective upon execution, as used herein, the "Effective Date."

2.2 Term. The term of this Agreement is five (5) years commencing on the Delivery Date.

2.3 Renewal Terms. This Agreement is subject to an automatic five (5) year renewal unless either party provides notice of termination as provided for herein within One Hundred Eighty (180) days of the expiration of the initial term.

ARTICLE 3

Scope of Service

3.1 Construction. MWS has completed construction of the Disposal Site and performed all work necessary to make the Disposal Site operational and ready to receive Waste Material.

3.2 Operation. On and after the Delivery Date, MWS will accept at the Disposal Site all Waste Material not reclaimed or recycled that is delivered to the Disposal Site by County, its agents, other haulers, or private individuals.

3.3 Condition Precedent. MWS's obligations under this Agreement are expressly conditioned upon MWS obtaining all final, non-appealable licenses and permits necessary under local, state and Federal law to operate the Disposal Site. Once MWS has obtained all such licenses and permits, it represents and warrants to County that it shall maintain such licenses and permits for the Term of the Agreement.

3.4 Exclusive Right. County agrees, without limitation, that it will not enter into any franchise, license, contract or other agreement for the collection or hauling of Waste Material with any third party unless there is a provision in such franchise, license, contract or other agreement requiring that all Waste Material collected or hauled thereunder will be taken for disposal to the Disposal Site in accordance with this Agreement. Similarly, County agrees, without limitation, that it will not enter into any franchise, license, contract or other agreement for the operation of a transfer facility, recycling facility, resource recovery facility or other alternative technology facility with any party unless there is a provision in such franchise, license, contract or other agreement requiring that all Waste Material from the transfer facility, recycling facility, resource recovery facility or other alternate technology facility be disposed of at the Disposal Site.

3.5 Holidays. The Disposal Site may, in the discretion of MWS, be closed on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.6 Scale. MWS will have available at the Disposal Site, a scale or scales to weigh Waste Material that is transported to the Disposal Site. MWS will cause normal maintenance and calibration of the scales to be performed in accordance with manufacturer's recommendation. County has the right once a month during normal working hours to enter the Disposal Site to inspect and to test the accuracy of scales. In the event the scales are not operable at any time, a vehicle or container will be charged based upon the average weight of County vehicles over the prior thirty (30) days. All transfer vehicles and private hauler collection vehicles will be weighed in and out of the Disposal Site. Weigh-out will be optional if MWS has a tare weight on file for a vehicle.

3.7 Compliance with Applicable Laws. MWS will comply with all present and future federal, state, and local statutes and ordinances regulating the construction and operation of sanitary landfills for the disposal of Waste Material, and with all other rules and regulations and amendments thereto imposed by all federal and state regulatory agencies having jurisdiction over the operation of the Disposal Site.

3.8 Nondiscrimination. MWS will not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, political or religious opinion or affiliation.

3.9 Right to Refuse Unacceptable Waste. MWS shall not be required to accept, at the Disposal Site, any waste that MWS, in its sole discretion, considers to be an Unacceptable Waste. All Waste Handlers that deliver waste to the Disposal Site shall be required to execute a Special Waste Agreement as described in Section 4 below representing that no Unacceptable Waste is being delivered for disposal at the Disposal Site.

MWS will use its best efforts to require the responsible Waste Handler to remove waste determined or suspected by MWS to be Unacceptable Waste. If the suspected Unacceptable Waste is not removed from MWS's possession by the Waste Handler within seven (7) business days' notice to the responsible Waste Handler, MWS will arrange lawful disposal of the waste. Any costs incurred in disposal of the Unacceptable Waste hereunder shall be borne by MWS or the Waste Handler.

In the event that Unacceptable Waste is deposited due to no fault of MWS and if after due diligence by MWS to identify the Waste Handler responsible for having deposited Unacceptable Waste, no Waste Handler is identified, County will reimburse MWS for actual costs incurred in proper disposal of the Unacceptable Waste.

3.10 Title to Waste. MWS is vested with title to all Waste Material accepted by MWS at the Disposal Site. Any revenue or other value received by MWS as a result of reclamation, recycling or resource recovery shall be solely to the account of MWS.

ARTICLE 4

Special Waste Management

4.1 Requirement for Special Waste Management. County recognizes that waste generators and Waste Handlers must responsibly manage any hazardous or Special Wastes in the solid waste stream. County recognizes that the proper management of Special Wastes can be most effectively and efficiently achieved only by the accurate characterization and control of any Special Waste by the waste generator or Waste Handler. Therefore, County will encourage all waste generators and Waste Handlers to participate in and implement a Special Waste program as described in this agreement.

4.2 (MWS's) Obligation Regarding Special Waste. MWS is not required to accept or manage

any special Waste unless it is specifically identified in a written Special Waste Agreement, approved in writing by MWS and any other person or company that handles the Special Waste.

4.3 Duty of County. County will require all waste generators and Waste Handlers under its jurisdiction to execute a Special Waste Agreement prior to delivery of any Special Waste to the Disposal Site.

4.4 Special Waste Agreement. The specific requirements of the Special Waste Agreement shall be as specified from time to time by MWS and may be altered by MWS at any time as necessary to insure the proper management of Special Waste. At a minimum the initial Special Waste Agreement shall include:

- (a) A representation of the character and regulatory status of the waste executed by the generator or Waste Handler;
- (b) A decision document executed by MWS and any other party that will manage the Waste. A decision document shall at a minimum including the identification of the generator and the source and characterization of the waste;
- (c) A proposed management plan for the waste, including any special handling requirements;
- (d) The approval of MWS and any other party that will manage the waste indicating acceptance for handling of the waste; and
- (e) The unit price associated with the management of Special Waste.

4.5 Representative Sample of Special Waste. MWS may, in its reasonable discretion, require a representative sample of any Special Waste proposed for delivery to the Disposal Site be provided by the generator or Waste Handler to MWS prior to the approval of Special Waste Agreement. Unless otherwise agreed by MWS, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator or Waste Handler. If the generator or Waste Handler refuses to provide a representative sample, MWS shall have no obligation to accept the Special Waste or to execute a Special Waste Agreement.

ARTICLE 5

Compensation to (MWS)

5.1 Base Rate. The base gate rate (Base Rate) to be charged for receiving and landfilling Waste Material delivered to Disposal Site is \$26.80 per ton for the first year of this Agreement. In addition to the above, the rate to be charged for certain classes of waste shall be as set forth in "Exhibit A" attached hereto and by this reference, incorporated herein. Schedule "A" also sets forth the rates for the second year, 2018.

5.2 Base Rate Escalation. On January 1, 2019, and on January 1 of each successive year thereafter, during the term remaining, the Base Rate shall be subject to increase, the amount of which shall be calculated by adding to the Base Rate for the immediately preceding year as follows:

Annual Adder = [1.00 (CPI)] x the Base Rate for preceding year.

As soon as practicable after January 1 of each year, MWS will determine the amount of the Base Rate increase. The rate adjustment increase will be effective; retroactive to January 1st. Notwithstanding the above, in no event shall the Annual Adder exceed seven percent (7%) of the Base Rate for the preceding year. In addition, the Base Rate Escalation for the first initial term shall be 2.5% plus CPI not to exceed 1.5%

5.3 Additional Compensation. In addition to the adjustments in the Base Rate specified in Paragraph 5.2, MWS will be entitled to additional compensation based upon the following events:

(a) Changes in Government Regulations Requiring Expenditures. The County will also reimburse MWS for any expenditures required solely by federal, state or local law, regulation rule, ordinance, permit or permit condition that becomes effective after the Effective Date of this Agreement and that was not imposed because of the action or inaction of MWS. MWS may amortize any required capital expenditures, with interest at then current rates for financing, over the remaining initial term of this Agreement. MWS may include any additional required operating expenditures as an adjustment to the Base Rate as adjusted.

(b) Tax Escalation. The County will also pay to MWS an amount ("Tax Escalation Amount") equal to the amount by which the Taxes assessed in each tax year exceed the amount of all Taxes paid or accrued by MWS in the calendar year of the Delivery Date. Within One Hundred Twenty (120) days of the Delivery Date MWS will provide County a statement of the Taxes for the first calendar year. One-Twelfth (1/12th) of the Tax Escalation Amount will be added each month to the invoice to the County. Increase in state and federal taxes are included in the above Tax Escalation Amount.

(c) Cumulative Compensation. Every adjustment to MWS compensation conferred herein will be cumulative and in addition to every other adjustment conferred herein.

5.4 Payment for Special Waste. County shall pay MWS for disposal of Special Waste the unit price established by MWS. Unit prices will vary depending on quantity and quality of the waste. A unit price for Special Waste that exceeds the base rate as adjusted in accordance with Section 5 or any other applicable adjustment shall be accompanied by reasons for the cost increase. Examples of reasons for cost increase include special regulatory requirements, special handling, or management requirements at the Disposal Site to protect the environment or workers, the acceptance of additional risk or liability by MWS, additional leachate generation, detrimental impacts on leachate or gas quality, load checking requirements, or other reasons that demonstrate the need for additional cost.

5.5 Billing. At the beginning of each calendar month, MWS will bill County for all Waste

Material delivered in the preceding calendar month to the Disposal Site by County or its agents, pursuant to this Agreement. MWS will supply County each month an invoice detailing the number of loads and tonnage for the preceding calendar month. County will pay such invoice within thirty (30) days from receipt of the invoice, without further notice by MWS. A late charge of 1.5% per month will be imposed if the payment from County is past due 15 days or more.

5.6 Books and Records. MWS will keep daily records of the weight or volume of Waste Material received from County and charges therefore, and County has the right to inspect the same insofar as they pertain to the weight or volume of Waste Material received at the Disposal Site.

ARTICLE 6

Indemnity

6.1 Indemnification. MWS will protect, indemnify and hold harmless the County from and against any and all liability, or claims, arising out of the use of or occupancy of the Disposal Site, or any of the equipment or personal property required in the performance of this Agreement, except for occurrences caused by or arising out of the negligence or willful conduct of County, its officers, employees or agents.

6.2 Insurance. MWS shall provide and maintain during active Disposal Site operations, Workers' Compensation insurance which shall meet the requirements of the State of Montana. MWS shall provide and maintain during active operation of the Disposal Site public liability insurance, to protect against claims arising out of MWS's operations that may result in bodily injury, death or property damage suffered on or about the disposal site. The policy or policies in force shall contain a provision that the insurer will not cancel or decrease the insurance coverage without first giving County thirty (30) days notice in writing. MWS, upon request, shall furnish County evidence that the insurance required is in force. The limits of liability of all insurance required herein shall be as set forth in Exhibit B, which is attached hereto and incorporated herein.

ARTICLE 7

Default

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting has given notice of its intent to cure or shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the elapse of the thirty (30) days in which to cure or commence curing; and (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of

all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver shall not be construed or determined to be continuing waiver of the same of any subsequent breach or default.

ARTICLE 8

Miscellaneous

8.1 Force Majeure. The performance of this Agreement by MWS may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of MWS include, without limitation, default or another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; lack of adequate fuel, power, materials, labor, or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of the Disposal Site and its facilities; injunctions or restraining orders; and judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond MWS's reasonable control, any licenses or permits required for operation of the Disposal Site. In the event of disruption of services under any such circumstances, MWS will make every reasonable effort to reopen the Disposal Site to accept Waste Material as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

8.2 Enforcement. In the event that there is a dispute between the parties, and either party brings an action to interpret this Agreement, or to enforce any right which such party may have hereunder, or in the event an appeal is taken from any judgment or decree of a trial court, the parties shall bear their own costs and attorneys' fees.

8.3 Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of that party thereafter to enforce the same. No waiver by either party of any breach of any of the provisions hereof will be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision.

8.4 Law to Govern. This Agreement will be governed by the laws of the State of Montana, both as to interpretation and performance.

8.5 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

8.6 Headings. The headings used herein are for convenience only and are not to be construed as part of this Agreement.

8.7 No Assignment. No assignment of this Agreement or any right accruing under this Agreement will be made wholly or in part by MWS without the express written consent of County. In

the event of any assignment, the assignee will assume the liability of MWS but shall not, without written consent, relieve MWS of all liability to County under this Agreement.

8.8 Successors and Assigns. Subject to the foregoing restrictions on transfer and assignment contained in Paragraph 8.7, the Agreement will inure to the benefit of and will be binding on the parties hereto and their respective successors and assigns.

8.9 Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Site by MWS in accordance with the Agreement be deemed a public function, nor has County acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Site by virtue of this Agreement.

8.10 Notices. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

To Cascade County:

The Board of Cascade County Commissioners
Attn: Chairman
121 4th Street North
Great Falls, MT 59401

To MWS:

Montana Waste Systems, Inc.
Attn: Roger Bridgeford, General Manager
PO Box 2645
Great Falls, MT 59403-2645

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.

8.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

Montana Waste Systems, Inc:



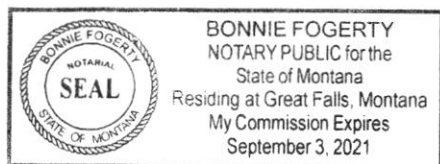
Roger Bridgeford, General Manager

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this 29th day of March, 2018 by Roger Bridgeford.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)



Bonnie Fogerty
Bonnie Fogerty
(printed name)

Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission Expires: September 3, 2021

Cascade County:

BOARD OF COUNTY COMMISSIONERS

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

On this _____ day of _____, 2018 I hereby attest the above-written signatures of the Cascade County Commissioners.

Rina Fontana, Cascade County Clerk and Recorder

SCHEDULE "A"
CASCADE COUNTY
2017 SCHEDULE OF CHARGES

<u>TYPE OF WASTE</u>	<u>CHARGE</u>	
CASCADE COUNTY CONTRACTED RATE	Per Ton	\$26.80
HAY AND/OR MANURE		
Cascade County	Per Ton	\$26.80
DEAD ANIMALS NOT REQUIRING SEPARATE CELL DISPOSAL		
	Small	\$7.50 per animal
	Medium	\$26.60 per animal
	Large	\$53.00 per animal
UNSECURED LOAD	Per Ton	\$10.00
TIRES		
	Per Ton	\$54.98 (whole)
	Per Ton	\$33.80 (split)
SPECIAL WASTE	Per Ton	\$33.50
ASBESTOS	Per Yard	\$33.50

SCHEDULE "A"
CASCADE COUNTY
2018 SCHEDULE OF CHARGES

The rates below will be subject to CPI not to exceed 1.5% January 1, 2018

<u>TYPE OF WASTE</u>	<u>CHARGE</u>	
CASCADE COUNTY CONTRACTED RATE	Per Ton	\$27.47
HAY AND/OR MANURE		
Cascade County	Per Ton	\$27.47
DEAD ANIMALS NOT REQUIRING SEPARATE CELL DISPOSAL	Small	\$7.50 per animal
	Medium	\$26.60 per animal
	Large	\$53.00 per animal
UNSECURED LOAD	Per Ton	\$10.00
TIRES	Per Ton	\$54.98 (whole)
	Per Ton	\$33.80 (split)
SPECIAL WASTE	Per Ton	\$33.50
ASBESTOS	Per Yard	\$33.50

April 10, 2018

Contract # 18-73

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Joe's Trail Maintenance Agreement between
Cascade County and the State of Montana,
Department of Transportation

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 18-73

BACKGROUND:

Cascade County has been asked to assume responsibility for a pedestrian path (Joe's Trail) which is located in the MDT right-of-way starting in Cascade along old US Highway 91, extending north to the Big Sky Fuel store in Ulm, including a walking bridge which crosses an overflow canal for the Missouri River. This Agreement articulates Cascade County's duties and responsibilities with regard to care, maintenance and repair of Joe's Trail as required by the State of Montana, Department of Transportation. This Agreement will remain in effect until modified, replaced by a new agreement or the path is removed from the MDT right-of-way.

RECOMMENDATION: Approval of Contract 18-73

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-73 the Montana Department of Transportation and Cascade County Maintenance Agreement for Joe's Trail/US HWY 91

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-73 the Montana Department of Transportation and Cascade County Maintenance Agreement for Joe's Trail/US HWY 91

**MONTANA DEPARTMENT OF TRANSPORTATION AND CASCADE COUNTY
MAINTENANCE AGREEMENT - JOE'S TRAIL
US HWY 91
MARCH, 2018**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, P.O. Box 201001, Helena MT 59620-1001, hereinafter called "MDT" or the "State," and Cascade County, 325 2nd Avenue North, Great Falls, MT, 59401, hereinafter called the "County" together referred to as "the Parties."

The Purpose of this Agreement is to set forth the maintenance responsibilities and duties of the State and the County with respect to the Joe's Trail (the Trail) located within the MDT right-of-way along Old US Hwy 91 (C007603) between the City of Cascade and community Ulm within Cascade County Montana.

WHEREAS, the Cascade County Commissioners have been requested by county citizens to assume the maintenance responsibility of the two sections of Joe's Trail between the City of Cascade and the community of Ulm in Cascade County; and

WHEREAS, the Joe's Trail sections exist in the MDT right-of-way starting in Cascade along Highway P-68 (C000068) between RP 1.028 and 1.160, and extending on the east side of Old US Hwy 91 (C007603) to Wing Dam at RP 1.823; and beginning along Highway P-68 (C000068) at RP 12.205 (Whitetail Lane) and extending north to the Big Sky Fuel store in Ulm; and includes a walking bridge at RP 13.510 crossing an overflow canal for the Missouri River; and

WHEREAS, this agreement will supersede the original maintenance agreement because Cascade County has agreed to take over responsibility of the citizen maintained non-motorized Trail commonly referred to as Joe's Trail; and

NOW, THEREFORE, The Parties set forth the fundamental duties and responsibilities necessary for the maintenance of Joe's Trail within MDT right-of-way in the Old US Hwy 91 right-of-way.

ARTICLE I. OBLIGATIONS OF THE COUNTY - MAINTENANCE

1. The County, at the County's sole expense, agrees to maintain the Trail, as shown on the maps in Attachment B, and structures associated with the Trail within MDT right-of-way.
2. The County is responsible for reasonable maintenance of the Trail to ensure the Trail does not negatively impact the safety and operation for the traveling public.
 - a. Maintenance means removal of and/or surface repair of any obstacles or impediments which may significantly impact the safe non-motorized use of the Trail including surface patching, crack sealing, removal of hazardous debris, and repair of chipped, fractured, or

broken surface from any cause including but not limited to frost or landscaping (tree roots).

- b. The County is responsible for plowing snow from the Trail; however, any plowing is in the County's reasonable discretion, and will be on the County's schedule, and at the County's approved standards.
3. The County agrees to be responsible for damages reasonably resulting from Trail maintenance to MDT's transportation facilities caused by the County, the County's staff or its contractors. The County must repair any and all damages at its sole expense. County shall obtain approval of repair work needed, method of repair, and schedule of repair from MDT prior to commencing any repair work.

ARTICLE II. OBLIGATIONS OF MDT – MAINTENANCE

1. If the County is not able to complete the Maintenance requirements in Article I, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing a reasonable time to complete any such maintenance. If MDT completes such maintenance under this section it must provide detailed invoices of such costs to the County.
2. MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT must first provide notice to the County allowing a reasonable time to complete any such maintenance. If MDT complete maintenance under this section it must provide detailed invoices of such costs to the County.

ARTICLE III. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall continue until this is Agreement is modified, a new Agreement is in place, or the path is removed from the MDT right-of-way.
2. **Hold Harmless & Indemnification** –
The County shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the County, or their agents, or subcontractors, under this Agreement, except the negligence of MDT under this Agreement.

MDT shall protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of MDT, or their agents, or subcontractors, under this Agreement, except the negligence of the County under this Agreement.

3. **Insurance** – The County shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the County and their agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission of the County. The County's insurance coverage shall be primary insurance with respect to MDT, its officers, officials, employees and volunteers and shall apply separately to the Subject Property and its locations. Any insurance or self-insurance maintained by MDT, its officers, officials, employees or volunteers shall be excess of the County's insurance and shall not contribute to it.

- a) **Commercial General Liability Insurance:** The County shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the County or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Excess/Umbrella Liability Insurance	\$4,000,000

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The County must notify the State immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

- b). **Additional insured status:** The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds arising out of the activities performed by

or on behalf of the County, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.

c). **Workers' Compensation Insurance:** The County provides its employees workers compensation coverage. The County must maintain workers' compensation insurance and require its contractor and its contractor's subcontractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with §39-71-401/405, Montana Code Annotated. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

4. **Public Safety –**

It is agreed, if any repairs to the Trail must be performed to address or prevent a public hazard, the County will immediately, upon discovery or notice of the hazard, protect the area from public access, contact MDT Great Falls Area Maintenance, and make reasonable and timely effort to correct or repair the hazard.

5. **Invoicing and Indirect Cost (IDC) –**

(a) If MDT incurs any costs as a result of a public emergency, or as a result of the County not meeting the requirements in Article I or Article III which necessitates action on MDT's part concerning the maintenance or repair of the Trail, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.96% for fiscal year 2017 (July 1, 2017 to June 30, 2018). If the work occurs or extends into fiscal year 2018 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:
Cascade County
325 2nd Avenue North
Great Falls, MT 59401
- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

6. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
7. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
8. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
9. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth in the U.S. Architectural & Transportation Barrier Board, Americans with Disabilities Act Accessibility Guidelines (ADAAG) and MDT’s detailed drawings, 608 series.

10. Audit – The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.
11. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT Great Falls Utility Agent.
12. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

IN WITNESS WHEREOF, the State's authorized representative has signed on behalf of the State of Montana, and the County Commission of Cascade County, on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 20____
Administrator - Engineering Division

By _____
Approved for Legal Content

By _____
Approved for Civil Rights Content

CASCADE COUNTY, MONTANA

(COUNTY SEAL)

_____, 20____ BY _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: BY _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

CLERK & RECORDER BY _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

APPROVED FOR LEGAL CONTENT BY _____
CAREY ANN HAIGHT, DEPUTY CO ATTY

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related
to pregnancy or childbirth, religion/ creed, social
origin or condition, genetic information, sex, sexual
orientation, gender identification or expression,
national origin, ancestry, age, disability mental or
physical, political or religious affiliations or ideas,
military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.



April 10, 2018

Contract #18-74

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-74:
Designation of Cascade County
Earmarked Alcohol Tax Money

INITIATED AND PRESENTED BY: Commission Office

ACTION REQUESTED: Approval of Contract 18-74

BACKGROUND:

As defined in the Montana Code Annotated 53-24-206 (MCA), the Montana Department of Public Health and Human Services (DPHHS) is responsible for distributing alcohol tax monies earmarked for the provision of chemical dependency services in each Montana County. These funds are disbursed four times a year directly to Cascade County to be distributed to the State-Approved Chemical Dependency Service Provider(s) designated by the majority of County Commissioners in each County.

To assure distribution of funds in SFY2018, the majority of the County Commissioners must designate one or more State-Approved Chemical Dependency Service Provider(s) who will use designated funds for substance abuse, prevention, intervention and treatment services.

The Cascade County Commission has selected Gateway Community Services to receive 100% of the county allocated funds for prevention, outpatient and residential home programs.

RECOMMENDATION: Approval of Contract 18-74

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-74, Service Provider form designating Gateway Community Services to receive 100% of the earmarked alcohol tax monies for SFY2018 from Cascade County.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-74, Service Provider form designating Gateway Community Services to receive 100% of the earmarked alcohol tax monies for SFY2018 from Cascade County.

Service Provider Designation Form**CASCADE COUNTY****RETURN TO COMMISSION**

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

The following designation will be effective July 1, 2018 through June 30, 2019.

Program Name	% of County Funds Allocated	Prevention	Outpatient	Residential Home	Inpatient	Detox
Gateway Community Services	100%	X	X	X		
Misfits						
Benefis Healthcare						
Indian Family Health Clinic						
Youth Dynamics						

Fiscal Year: 2019 (07/01/18 – 06/30/19)

The Board of County Commissioners, hereby, designates the above State-Approved Chemical Dependency Service Provider(s) to receive earmarked alcohol tax monies and/or State-Approval for the provision of chemical dependency treatment and prevention services in the county indicated above in accordance with 53-24-206, MCA.

The Board of County Commissioners also acknowledge that revenue generated by 16-1-404, 16-1-406, and 16-1-411 for the treatment, rehabilitation, and prevention of alcoholism that has not been encumbered for those purposes by the counties of Montana or the department must be returned to the state special revenue fund for the treatment, rehabilitation, and prevention of alcoholism within 30 days after the close of each fiscal year and must be distributed by the department the following year as provided in 53-24-206(3)(b).

Commissioner Signature:  Date: 3/30/2018

Commissioner Signature:  Date: 3/30/18

Commissioner Signature:  Date: 3/30/18

100-10173-7

**Contract 18-74
Service Provider
Designation Form
Earmarked Alcohol
Tax Monies**

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed & approved at the Commission Meeting held on this 10th day of April, 2018.

Attest

**On this _____ day of _____, 2018, I hereby attest the above-written signatures
of Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

April 10, 2018

Contract # 18-75

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Revised Maintenance Agreement between
Cascade County and Joe's Trail, Inc.

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract

BACKGROUND:

Cascade County has been asked to assume responsibility for a pedestrian path (Joe's Trail) which is located in the MDT right-of-way starting in Cascade along old US Highway 91, extending north to the Big Sky Fuel store in Ulm, including a walking bridge which crosses an overflow canal for the Missouri River. Because Cascade County is undertaking independent responsibility for the maintenance of Joe's Trail, it is necessary to revise the current maintenance agreement with Joe's Trail, Inc. and to arrange for the \$20,000 (plus accrued interest) which Joe's Trail, Inc. has had on deposit in trust to be conveyed from Joe's Trail, Inc. to Cascade County for all future maintenance of Joe's Trail.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-75 a Revised Maintenance Agreement between Cascade County and Joe's Trail, Inc.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-75 a Revised Maintenance Agreement between Cascade County and Joe's Trail, Inc.

Revised Maintenance Agreement**RETURN TO COMMISSION**

Between Cascade County and Joe's Trail, Inc., For Maintenance of Joe's Trail, Cascade County, Montana

WHEREAS, Joe's Trail, Inc., PO Box 281, Cascade, MT 59421, holds an encroachment permit from the State of Montana Department of Transportation for a pedestrian trail, hereafter referred to as Joe's Trail, on the right-of-way on the east side of Old Highway U.S. 91, Cascade County, Montana, more particularly described as extending northerly from the north end of the town of Cascade at the site of presently existing American Legion ball field, for a distance of approximately 1.8 miles; and

WHEREAS, as a condition of maintaining the encroachment permit, the State of Montana Department of Transportation requires that Cascade County ensure that the condition of Joe's Trail and the right-of-way area to be used by Joe's Trail, Inc. is adequately maintained; and

WHEREAS, as a condition of Cascade County's ensuring maintenance of Joe's Trail and the right-of-way to be used by Joe's Trail, Cascade County required that Joe's Trail, Inc. execute a maintenance agreement to ensure that Joe's Trail, Inc. bears primary responsibility for maintenance of the pedestrian trail and the servient right-of-way; and

WHEREAS, since the original Maintenance Agreement (Reference R0009049) was executed in June 2001, the Parties thereto have executed at least two (2) additional Agreements outlining the Parties' duties and responsibilities regarding maintenance for Joe's Trail (Reference R0106547 and Contract 11-151, R0245060); and

WHEREAS, the parties desire to revise the existing duties and responsibilities regarding maintenance for Joe's Trail;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned authorized representatives hereby agree as follows:

1. Maintenance: Cascade County shall, after depletion of the Maintenance Funds conveyed hereunder by Joe's Trail, Inc., at its own expense, maintain Joe's Trail and the servient right-of-way in such fashion and in such frequency so that the condition of the trail and right-of-way are sustained to Cascade County's reasonable satisfaction.
2. Maintenance Funds: As security for performance of the Maintenance Agreements hereinbefore referenced, Joe's Trail, Inc. established a trust fund and maintained at all times, a minimum principal balance in the fund of Twenty Thousand and No Hundredths (**\$20,000.00**) U. S. Dollars. Joe's Trail, Inc. granted unto Cascade County a first lien against the principal amount of the fund and all interest accrued thereon in the event that Cascade County might have been required under said Maintenance Agreements to perform maintenance to Joe's Trail on behalf of Joe's Trail, Inc. As Cascade County intends to hereafter contract directly with the Montana Department of Transportation (DOT) for assumption of all duties and responsibilities for maintenance of Joe's Trail (Reference Contract 18-73), Joe's Trail, Inc. shall execute and deliver all such funds on deposit in the subject trust fund (including principal and all accrued interest) as substantiated by the most recent financial statement, to Cascade County for Cascade County's exclusive use in its maintenance responsibilities of Joe's Trail pursuant to this Revised Maintenance Agreement and Contract 18-73 .
3. Notice of Default: In the event that Joe's Trail, Inc. fails to execute and deliver all funds as required under Section 2 hereof, Cascade County shall notify Joe's Trail, Inc. of the failure. Joe's Trail, Inc. shall remedy the noted failure within 10 days of such written notice. In the event that Cascade County fails to execute and

deliver Contract 18-73, Joe's Trail shall so notify Cascade County of the failure. Upon 30 calendar days' written notice to Cascade County of such failure, shall remedy the noted failure. All notices required to be provided for in this Agreement shall be given in writing, addressed to the respective parties, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice of rate date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

4. Default: In the event of default or breach of this Agreement by Joe's Trail, Inc., Cascade County may, in addition to such other remedy available to Cascade County in law or equity, (1) immediately terminate this agreement and notify the State of Montana Department of Transportation of such termination, and/or (2) immediately remedy the default and seize that amount of interest and principal maintained in the trust fund discussed in Section 2 hereof. In the event Cascade County fails to execute and deliver Contract 18-73, Joe's Trail, Inc. may, immediately terminate this agreement and undertake all duties and financial responsibilities for maintenance of Joe's Trail.
5. Duration and Termination: This agreement shall supersede all previous agreements between Joe's Trail, Inc. and Cascade County and be effective upon its execution by the duly authorized representative of Cascade County and Joe's Trail, Inc. and unless earlier terminated as otherwise provided for herein, shall continue in full force and effect so long as Cascade County is obligated by the Montana Department of Transportation pursuant to Contract 18-73 to perform maintenance on Joe's Trail. Neither Cascade County nor Joe's Trail, Inc. shall have a right to renewal of this agreement but may negotiate renewal of this agreement in their discretion. Termination of Contract 18-73 (regardless of when Contract 18-73 might terminate and further regardless of whether such termination be for cause attributable to Cascade County) shall not affect, impact, alter or otherwise diminish the obligation and duty of Joe's Trail, Inc. hereunder to provide Cascade County the Maintenance Funds detailed in Section 2.
6. Binding on Successors: This Agreement shall be binding on the Joe's Trail, Inc. and Cascade County and all of their successors and assigns, including any successor in interest.
7. Amendment: This agreement may not be amended except by written agreement of the undersigned parties, or their successors in interest.
8. Attorney fees, Costs, and Venue: This agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns. In any action or proceeding to enforce or interpret the terms of this agreement, the exclusive forum for such action or proceeding shall be the courts of the State of Montana. As the site of principal performance of this Agreement, Cascade County shall be the exclusive venue for any action or proceeding commenced in the courts of the State of Montana to enforce or interpret the terms of this Agreement. In the event of any conflict, ambiguity, or other imprecision in regard to the construction of the terms, conditions, of this Agreement, such conflict, ambiguity, or imprecision shall not be construed against the County as a matter of course, but shall be equitably construed in the best interests of the County as a public entity in accord with the manifest intent of this agreement. In any action to enforce or interpret the terms of this agreement, each party shall be responsible for its own costs of suit and attorney fees.
9. Severability: If any term of this agreement should hereafter be declared or become void or unenforceable by operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable term materially affects the ability of the parties to carry out the essential purpose of this Agreement as specified herein.

10. Merger: This agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.
11. Assignment: The parties mutually agree that there will be no assignment, transfer or subcontracting or the contract or any interest therein, unless agreed to by the parties in writing as otherwise provided for in this Agreement.
12. Waiver and Limitation of Action: Waiver by the County of any provision of this agreement in on instance shall not constitute a waiver as to any other instance. Nothing herein shall be construed to create or establish a right or cause of action under this agreement against Cascade County by the State of Montana Department of Transportation for any failure or omission by Cascade County to perform under the terms of this agreement nor for any failure or omission of Cascade County to enforce the terms of this agreement.
13. Assent: The undersigned parties, hereby authorize, approve, and execute the terms of this agreement

DATED this _____ day of _____,

JOE'S TRAIL, INC.

CHARLENE MOUG, President

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

JANE WEBER, Chairman

JOE BRIGGS, Commissioner

JAMES L. LARSON, Commissioner

ATTESTED this 10th day of April, 2018

Rina Ft. Moore, Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

RETURN TO COMMISSION

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT**

RESOLUTION 18-34

WHEREAS, the City-County Health Department provides Healthy Montana Families Program Services via Contract #17-04 (R0335612) which encompasses Parents as Teachers (PAT) and Safe Care components as part of the MIECHV federal program; and

WHEREAS, Amendment Two to Contract #17-04 (R0335612) increases the overall contracted amount to \$508,318.39 via Contract #18-51 (Not Recorded at this time) resulting in a increase in funding of \$31,012.76; and

WHEREAS, the increase in funding requires a budget adjustment to increase expenditures by \$34,013 offset by an increase in revenues also by \$34,013; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 10th Day of April, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 3/5/2018
To: Cascade County Board of Commissioners

Attachment A

Program Name: Healthy Montana Families/PAT

CFDA # 93.505 & 93.870

Contract # 17-07-5-41-167-0 County Contract 17-04

Responsible Department: CCHD

Prepared by: Jo-Viviane Jones


Please approve the following budget changes:


	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>100.110</u>	\$ 146,532	\$ 16,792	\$ 163,324
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>100.140</u>	53,344	\$ 4,083	\$ 57,427
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>300.350</u>	41,362	\$ 7,527	\$ 48,889
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>300.370</u>	3,962	\$ 3,900	\$ 7,862
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>300.374</u>	1,238	\$ 611	\$ 1,848
Acct #	<u>2973</u>	-	<u>303</u>	-	<u>D0100</u>	-	<u>300.380</u>	1,600	\$ 1,100	\$ 2,700
								<u>\$ 248,038</u>	<u>\$ 34,013</u>	<u>\$ 282,050</u>
<u>Revenues</u>										
Acct #	<u>2973</u>	-	<u>303</u>	-		-	<u>33.1000</u>	\$ 226,104	\$ 34,013	\$ 260,117
								<u>\$ 226,104</u>	<u>\$ 34,013</u>	<u>\$ 260,117</u>

Explanation of budget changes:

To appropriate Healthy Montana Families- Parents as Teachers (HMF-PAT) First Years Initiative funding, Amendment #2, for the time period through 6/30/2018 of \$34,013

Changes authorized by:

 3-27-18
Department Head Signature or Date
Elected Official Signature

 3/27/18
Budget Officer Date

Tanya Houston
Print Name



Budget Performance Report

Fiscal Year to Date 03/20/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2973 - Home Visiting - Federal Funds										
REVENUE										
Department 303 - HMF Parents as Teachers										
33										
33.1000	Federal Grants	109,451.00	116,653.00	226,104.00	.00	.00	109,606.46	116,497.54	48	66,657.97
33 - Totals		\$109,451.00	\$116,653.00	\$226,104.00	\$0.00	\$0.00	\$109,606.46	\$116,497.54	48%	\$66,657.97
Department 303 - HMF Parents as Teachers Totals		\$109,451.00	\$116,653.00	\$226,104.00	\$0.00	\$0.00	\$109,606.46	\$116,497.54	48%	\$66,657.97
REVENUE TOTALS		\$109,451.00	\$116,653.00	\$226,104.00	\$0.00	\$0.00	\$109,606.46	\$116,497.54	48%	\$66,657.97
EXPENSE										
Department 303 - HMF Parents as Teachers										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	172,748.00	(26,216.00)	146,532.00	1,381.60	.00	90,034.56	56,497.44	61	41,875.31
100.140	Employer Contributions	59,000.00	(5,656.00)	53,344.00	556.94	.00	31,862.52	21,481.48	60	14,406.22
100.145	Employer Contributions- Grants	(33,172.00)	33,172.00	.00	.00	.00	.00	.00	+++	.00
100.146	Union Pensions	156.00	156.00	312.00	.00	.00	130.64	181.36	42	79.55
100 - Totals		\$198,732.00	\$1,456.00	\$200,188.00	\$1,938.54	\$0.00	\$122,027.72	\$78,160.28	61%	\$56,361.08
200										
200.210	Office Supplies	711.00	.00	711.00	.00	.00	392.27	318.73	55	906.03
200.220	Operating Supplies	1,831.00	.00	1,831.00	.00	.00	1,420.62	410.38	78	305.12
200 - Totals		\$2,542.00	\$0.00	\$2,542.00	\$0.00	\$0.00	\$1,812.89	\$729.11	71%	\$1,211.15
300										
300.311	Postage	263.00	.00	263.00	1.96	.00	172.49	90.51	66	62.01
300.320	Printing & Typing	1,450.00	(750.00)	700.00	.00	.00	872.01	(172.01)	125	.00
300.330	Publicity, Subscrip.&Dues	3,960.00	.00	3,960.00	.00	.00	2,330.00	1,630.00	59	40.00
300.341	Electric	612.00	525.00	1,137.00	.00	.00	643.92	493.08	57	759.88
300.342	Water & Sewer	108.00	100.00	208.00	.00	.00	120.07	87.93	58	124.34
300.343	Telephone	189.00	126.00	315.00	.00	.00	235.50	79.50	75	90.85
300.344	Heating Fuel	120.00	80.00	200.00	.00	.00	65.66	134.34	33	171.46
300.350	Professional Services	25,396.00	15,966.00	41,362.00	.00	.00	31,547.86	9,814.14	76	23,640.85
300.361	Building Repairs	99.00	.00	99.00	.00	.00	149.71	(50.71)	151	107.13
300.370	Travel	712.00	3,250.00	3,962.00	.00	1,565.80	2,451.36	(55.16)	101	1,037.84
300.374	Mileage County Vehicles	1,238.00	.00	1,238.00	.00	.00	1,005.21	232.79	81	759.39
300.380	Training Services	470.00	1,130.00	1,600.00	500.00	.00	1,871.53	(271.53)	117	280.00
300 - Totals		\$34,617.00	\$20,427.00	\$55,044.00	\$501.96	\$1,565.80	\$41,465.32	\$12,012.88	78%	\$27,073.75
Function D0100 - Public Health - Federal Funds Totals		\$235,891.00	\$21,883.00	\$257,774.00	\$2,440.50	\$1,565.80	\$165,305.93	\$90,902.27	65%	\$84,645.98
Department 303 - HMF Parents as Teachers Totals		\$235,891.00	\$21,883.00	\$257,774.00	\$2,440.50	\$1,565.80	\$165,305.93	\$90,902.27	65%	\$84,645.98
EXPENSE TOTALS		\$235,891.00	\$21,883.00	\$257,774.00	\$2,440.50	\$1,565.80	\$165,305.93	\$90,902.27	65%	\$84,645.98
Fund 2973 - Home Visiting - Federal Funds Totals										
REVENUE TOTALS		109,451.00	116,653.00	226,104.00	.00	.00	109,606.46	116,497.54	48%	66,657.97



Budget Performance Report

Fiscal Year to Date 03/20/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	235,891.00	21,883.00	257,774.00	2,440.50	1,565.80	165,305.93	90,902.27	65%	84,645.98
Fund	2973 - Home Visiting - Federal Funds Totals	(\$126,440.00)	\$94,770.00	(\$31,670.00)	(\$2,440.50)	(\$1,565.80)	(\$55,699.47)	\$25,595.27		(\$17,988.01)
	Grand Totals									
	REVENUE TOTALS	109,451.00	116,653.00	226,104.00	.00	.00	109,606.46	116,497.54	48%	66,657.97
	EXPENSE TOTALS	235,891.00	21,883.00	257,774.00	2,440.50	1,565.80	165,305.93	90,902.27	65%	84,645.98
	Grand Totals	(\$126,440.00)	\$94,770.00	(\$31,670.00)	(\$2,440.50)	(\$1,565.80)	(\$55,699.47)	\$25,595.27		(\$17,988.01)

RETURN TO COMMISSION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
COMMUNITY HEALTH CARE CENTER

RESOLUTION 18-35

WHEREAS, the Cascade County Commission approved Contracts 18-45 (R0351884) and 18-55 (R0352349), agreements for School Based Health Center Services provided by the Community Health Care Center to the Great Falls School District; and

WHEREAS, the Community Health Care Center estimates the revenues generated from charges for services generated by the new school based services to be \$14,250 for the period April through June of 2018; and

WHEREAS, a budget amendment is necessary to appropriate net revenues in the amount of \$14,250 and to appropriate expenditures in the amount of \$14,250 for the remainder of the fiscal year; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 10th Day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 3/24/18
 To: Cascade County Board of Commissioners
 Program Name: CHCC
 CFDA #: NA
 Contract #: 18-45, 18-55
 Responsible Department: CHCC
 Prepared by: Trista Besich

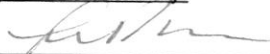
Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	5100	-	319	-	D0521	-	100.110	0	2,704	2,704
Acct #	5100	-	319	-	D0521	-	100.140	0	676	676
Acct #	5100	-	319	-	D0521	-	200.220	0	8,604	8,604
Acct #	5100	-	319	-	D0521	-	200.221	0	953	953
Acct #	5100		319		D0521		300.331	0	200	200
Acct #	5100		319		D0521		300.343	0	463	463
Acct #	5100		319		D0521		300.350	0	420	420
Acct #	5100	-	319	-	D0521	-	300.353	0	88	88
Acct #	5100	-	319	-	D0521	-	800.810	0	142	142
Acct #		-		-		-		0		0
								0	14,250	14,250
<u>Revenues</u>										
Acct #	5100	-	319	-		-	34.4000	0	17,812	17,812
Acct #	5100	-	319	-		-	36.2002	0	(3,562)	(3,562)
								0	14,250	14,250

Explanation of budget changes:

Budget Appropriation for school based health center services for April to June 2018.

Changes authorized by:


 Department Head Signature or Date 3/24/18
 Trista Besich
 Print Name


 Budget Officer Date 3/26/18



Paris Gibson Education Center Program Income Budget vs Actual

Encounters	Budget	32	32	32
	Actual			

PROGRAM Budget vs. Actual

		Actual			
		Month 1	Month 2	Month 3	
Revenue - 5100 319					
Federal Grants	33.1000	-	-	-	
Program Income	34.4000	5,937	5,937	5,937	17,812
Medical Records	34.4063	-	-	-	-
Misc. Revenue - Non-Prog	36.2000	-	-	-	-
Misc. Revenue - Prog Inc	36.2016	-	-	-	-
Interest Earnings	37.1010	-	-	-	-
Contractual Adjustments	36.2002	(1,187)	(1,187)	(1,187)	(3,562)
Sale of Junk or Salvage	36.7000				-
					-
Revenue Totals		4,750	4,750	4,750	14,250
Expenses - 5100 319 D0521					
					-
					-
Salaries & Wages	100.110	901	901	901	2,704
Overtime	100.120		-	-	-
Termination Pay	100.130		-	-	-
Compensated Absence Expense	100.135		-	-	-
Employer Contributions	100.140	225	225	225	676
Union Pensions	100.146				-
Wage & Benefits		1,127	1,127	1,127	3,380
					-
Office Supplies	200.210	-	-	-	-
IT Supplies	200.215	-	-	-	-
Operating Supplies	200.220	8,532	36	36	8,604
Chem, Lab & Med Supplies	200.221	318	318	318	953
Repair & Maint. Supplies	200.230	-	-	-	-
Supplies		8,850	354	354	9,557
					-
Postage	300.311	-	-	-	-
Shipping	300.313	-	-	-	-
Printing & Typing	300.320	-	-	-	-
Publicity, Subscrip. & Dues	300.330	-	-	-	-
Outreach	300.331	200	-	-	200

Software Licenses	300.333	-	-	-	-
Electric	300.341	-	-	-	-
Water & Sewer	300.342	-	-	-	-
Telephone	300.343	321	71	71	463
Heating Fuel	300.344	-	-	-	-
Cell Phone Costs	300.348	-	-	-	-
Professional Services	300.350	140	140	140	420
Other Prof. Services	300.352	-	-	-	-
Accounting & Auditing	300.353	29	29	29	88
Coordinator	300.354	-	-	-	-
Repair & Main Services	300.360	-	-	-	-
Building Repairs	300.361	-	-	-	-
Maintenance Contracts	300.363	-	-	-	-
Travel	300.370	-	-	-	-
Mileage - County Veh.	300.374	-	-	-	-
Training Services	300.380	-	-	-	-
Other Purchased Svc	300.390	-	-	-	-
Laboratory Services	300.398	-	-	-	-
Operational		690	240	240	1,170
Insurance	500.510	-	-	-	-
Rental	500.530	-	-	-	-
Bank Service Charges	500.550	-	-	-	-
Other Fixed Charges	500.590	-	-	-	-
City Assessments	500.592	-	-	-	-
Insurance & Fees		-	-	-	-
Losses	800.810	47	47	47	142
Depreciation/Ret. Earnings	800.830	-	-	-	-
Fixed Asset Transfer	800.899	-	-	-	-
Bad Debt/Fixed Assets		47	47	47	142
Machinery & Equipment	900.940	-	-	-	-
Capital Expenses		-	-	-	-
Expense Totals		(10,714)	(1,768)	(1,768)	(14,250)
Revenue Totals		4,750	4,750	4,750	14,250
Expense Totals		(10,714)	(1,768)	(1,768)	(14,250)
Profit/(Loss)		(5,964)	2,982	2,982	0



5100 - 319

Budget Performance Report

Fiscal Year to Date 03/24/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Grand Totals										
REVENUE TOTALS								.00	+++	
EXPENSE TOTALS								.00	+++	
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

April 10, 2018

Contract # 18-67

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	Website Development Contract
INITIATED AND PRESENTED BY:	Trista Besich, Community Health Care Center
ACTION REQUESTED:	Approval of Contract

BACKGROUND:

The purpose of this agreement is for website development services from Speaking Socially for the Community Health Care Center.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-67, the agreement for Speaking Socially, to provide website development services to the Community Health Care Center.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-67, the agreement for Speaking Socially, to provide website development services to the Community Health Care Center.

RETURN TO COMMISSION

CONTRACT TO PERFORM ADVERTISING SERVICES SERVICE BETWEEN
SPEAKING SOCIALLY MEDIAL LLC,
509 1st Avenue North, Great Falls, MT 59401
and
CASCADE COUNTY'S COMMUNITY HEALTH CARE CENTER
115 4th Street South, Great Falls, MT 59401

Terms & Conditions

INDEPENDENT CONTRACTOR AGREEMENT

THIS agreement is made by and between Cascade County for the benefit of the Cascade County's Community Health Care Center ("CLIENT") and Speaking Socially Media LLC, independent contractor (hereinafter referred to as "CONTRACTOR"), located at 509 1st Ave N. Great Falls, MT 59401.

CONTRACTOR agrees to perform advertising services for CLIENT described in Scope of Work (the "Services") attached to this Agreement and Proposal and Incorporated herein by reference.

CONTRACTOR will determine the method, details, ad means of performing the Services.

CONTRACTOR may, at CONTRACTOR'S own expense, use employees or other subcontractors to perform the Services under the Agreement.

THIS Agreement shall consist of the following stated terms and conditions, and any subsequent modifications and/or addendums mutually agreed upon in writing by the parties to this Agreement.

1.COMPENSATION

1.1.CLIENT agrees to pay CONTRACTOR the total sum of Four Thousand Dollars (\$4,000) for the Contracted Services as set forth in the Proposal attached to this Agreement.

2.GENERAL TERMS

2.1. This Agreement will become effective upon execution by both parties.

2.2. This Agreement will terminate upon CLIENT'S acceptance of the completed Contracted Services, at which time Compensation as set forth herein shall become due and payable to CONTRACTOR. This Agreement may be extended or renewed by mutual written agreement of the parties. The term of the Agreement may be extended to allow for completion of the Services contained in Exhibit A.

2.3. Either party may terminate the Agreement at any time by giving thirty (30) days written notice to the other party. Should CONTRACTOR terminate prior to final acceptance of

the Contracted Services, CONTRACTOR shall forfeit all Consideration under this Agreement, including but not limited to those sums set forth in Section 1 of this Agreement.

2.4. Should either party default in performance of the Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party specifying the alleged default or breach. In the event that the breaching party is unable or unwilling to remedy the alleged default or breach within a reasonable period of time following written notice of the alleged default or breach, the non-breaching party may proceed with Notice of Termination hereunder. Termination shall be effective immediately on receipt of the Notice of Termination, or five (5) days from the mailing of the Notice of Termination, whichever occurs first.

For the purpose of this section, material breach of the Agreement shall include but not be limited to the following:

- (a) Nonpayment by CLIENT of undisputed invoice amounts for more than thirty (30) days following a written demand for payment.
- (b) Failure of CONTRACTOR to comply with the service requirements set forth.

2.5. This Agreement terminates automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party;
- (b) Termination;
- (c) Transfer of the business of either party, or
- (d) Death of contracting party.

2.6. Any written notice required or given pursuant to this agreement shall be made by certified mail, return receipt requested, directed to the parties at the addresses set forth in this Agreement.

2.7. Should the project exceed a period of time beyond six (6) months where CONTRACTOR is unable to complete the project exclusively because materials requested from CLIENT which CLIENT desires to have incorporated in the project have not been received from CLIENT, CLIENT understands and agrees that the outstanding Contracted Services on the project will be will then be completed when materials have been received from CLIENT. The CLIENT understands that remainder of the balance is due at 6 months.

3.. RELATIONSHIP OF THE PARTIES

3.1. CONTRACTOR enters into this Agreement as, and shall continue to be, an independent

contractor. Under no circumstances shall CONTRACTOR look to CLIENT as his/her employer, or as a partner, agent, or principal. CONTRACTOR shall not be entitled to any benefits accorded to CLIENT'S employees, including worker's compensation, disability insurance, vacation or sick pay. CONTRACTOR shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for performing the Services.

4. CONTRACTOR'S REPRESENTATIONS AND INDEMENTIES

4.1. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of CLIENT. Failure to perform the Service in a professional manner shall constitute a material breach of the Agreement.

4.2. CONTRACTOR shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction or control from CLIENT. CONTRACTOR shall have sole discretion and control of Contractor's services and the manner in which performed.

4.3. CONTRACTOR shall and does hereby indemnify, defend and hold harmless CLIENT, and CLIENT's officers, directors, members, and staff from and against any and all claims, demands, losses, costs, expenses, obligation, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney fees and costs, that CLIENT may incur or suffer and that result from, or are related to any breach of failure of CONTRACTOR to perform any of the representations and agreements contained in this Agreement, including negligent acts resulting from the performance of Services under this Agreement.

CONTRACTOR:

SOCIALLY SPEAKING

Jason Kung 3/30/2018

CLIENT :

COMMUNITY HEALTH CARE CENTER

Trista Besich
Trista Besich, CEO

PASSED AND ADOPTED THIS 10th DAY OF APRIL 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

April 10, 2018

**Agenda #2
Contract 18-69**

**Agenda Action Report
Prepared for the
Cascade County Commission**

ITEM: Contract 18-69: Award for Architectural
Services for the Interior Remodel of Executive
Plaza

INITIATED AND PRESENTED BY: Brian K. Clifton, Public Works Director

ACTION REQUESTED: Approval of Contract

BACKGROUND:

Cascade County Public Works Department requested submittals for a Statement of Qualifications (SOQ's) for architectural services relating to the design and construction for site improvements and interior remodel of Executive Plaza located at 121 4th St N., Great Falls, MT 59401. The scope of work was defined and SOQ's were received by January 31, 2018, from CTA, Inc. and Nelson Architects, both of Great Falls, MT. Staff reviewed and scored the submittals based on the criteria set forth in the Request for Qualifications (RFQ). Public Works staff negotiated with the highest scoring architectural firm, Nelson Architects, and reached an agreement.

RECOMMENDATION: Cascade County Staff, after reviewing the Statement of Qualifications from CTA, Inc. and Nelson Architects, recommends that the Board of County Commissioners award Contract to Nelson Architects of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-69, bid proposal from Nelson Architects for architectural services relating to the Design and Construction Administration services for site improvements and interior remodel of Executive Plaza located at 121 4th St N., Great Falls, MT 59401, for a total cost to Cascade County of \$337,000 and instruct staff to complete the contracting process.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-69, bid proposal from Nelson Architects for architectural services relating to the Design and Construction Administration services for site improvements and interior remodel of Executive Plaza located at 121 4th St N., Great Falls, MT 59401.



AIA[®] Document B101[™] – 2017

CONTRACT

18 - 69 -

Standard Form of Agreement Between Owner and Architect

RETURN TO COMMISSION

AGREEMENT made as of the 19th day of March in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cascade County, Other
121 4th Street North #2H-2I
Great Falls MT 59401
Telephone Number: 406-454-6905
Fax Number: 406-454-6919

and the Architect:
(Name, legal status, address and other information)

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

for the following Project:
(Name, location and detailed description)

Cascade County Executive Plaza – Interior Remodel
121 4th Street North Great Falls, MT 59401
Remodel existing County Office Buildings

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Attachment A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Historical Building, occupied during construction, build out in phases, no exterior architectural work on building

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$2,975,000.00 not including contingency

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

.2 Construction commencement date:

September 2018

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design / Bid / Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brian Clifton
121 4th Street North #2H-2I
Great Falls MT 59401

Mobile Number: 406-231-2341
Email Address: bclifton@cascadecountymt.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Environmental Testing

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Dale Nelson

Telephone Number: 406-727-3286

Mobile Number: 406-799-0994

Email Address: dale@nelsonarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Unknown at this time

.2 Mechanical Engineer:

Unknown at this time

.3 Electrical Engineer:

Unknown at this time

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. SEE ATTACHMENT FOR ALL INSURANCE

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. SEE ATTACHMENT FOR ALL INSURANCE

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. SEE ATTACHMENT FOR ALL INSURANCE

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate. SEE ATTACHMENT FOR ALL INSURANCE

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	Architect / Owner
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect / Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect / Owner
§ 4.1.1.22 Security evaluation and planning	Architect / Owner
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

EXISTING FACILITIES SURVEY will identify square footages needed for each department, required adjacencies for each department, as well as design charrettes to discuss existing as compared to what will be needed for new. INTERIOR DESIGN will include 3 digital color boards based on client's initial design preferences and will be developed into one physical color board to include all interior finishes. It is assumed that the entire building will be one color palette. If more than one color scheme is desired for the building, scope of work will be adjusted. VALUE ANALYSIS will be an ongoing item during entire process so that the budget will be confirmed or adjusted as necessary.

TELECOMMUNICATIONS / DATA DESIGN – SECURITY EVALUATION AND PLANNING will be discussed between the owner and architect, and the electrical drawings will include all infrastructure required for owner's systems. If entire system design is needed, the design team has the expertise and will be happy to adjust scope of work to include systems design as well.

HISTORIC PRESERVATION will be addressed as needed for this interior design. It is anticipated that there will be no exterior work (or minimal roof mechanical work) on this project, so no submittals to State or Federal Historical are expected.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

EXISTING FACILITIES SURVEY will be a joint venture with the design team, and the owner will need to make all the departments available for strategic design meetings.

VALUE ANALYSIS will be an ongoing item during entire process so that the budget will be confirmed or adjusted as necessary.

TELECOMMUNICATIONS / DATA DESIGN – SECURITY EVALUATION AND PLANNING will be discussed between the owner and architect, and the owner will need to supply all the design so that the design team can design the required infrastructure.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (Two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 20 (Twenty) visits to the site by the Architect during construction
- .3 2 (Two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 (Two) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 12 (Twelve) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

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contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of contract

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$337,000.00

- .2 Percentage Basis
(Insert percentage value)

11.5 (Eleven & one half) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

This contract is based on a construction cost of \$2,975,000.00 with a \$350,000 contingency. There is no fee charged on the contingency, but if it is needed, the fee for designing additional items will come out of the contingency amount. If the budget substantially changes during the course of the Schematic Design Phase, the owner and the design team will reevaluate the scope of work and adjust the fee up or down accordingly.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Basic Services Fee above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As agreed upon between owner and design team

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10 percent (Ten %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA (\$ NA) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 45 (forty-five) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

9 % nine

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[NA] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[NA] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

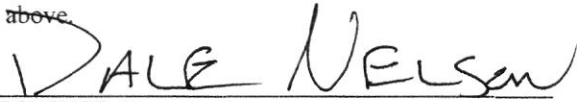
(List other documents, if any, forming part of the Agreement.)

Insurance Certs
Hourly Rates for Architect

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brian Clifton, Public Works Director
(Printed name and title)



ARCHITECT (Signature)

Dale Nelson, Senior Managing Partner
(Printed name, title, and license number, if required)



Nelson architects

Dream • Design • Build

Nelson Architects 2018 Fee Schedule

Staff Billing Rates	
Principal	\$138.00 per hour
Project Manager	\$127.00 per hour
Project Architect	\$114.00 per hour
Construction Management	\$105.00 per hour
Architect in Training	\$85.00 per hour
Project Designer	\$75.00 per hour
Construction Administration	\$77.00 per hour
Production Drafter	\$67.00 per hour
Administrative Assistant	\$55.00 per hour

Reimbursable Expenses	
Mileage	\$0.56 per mile
Per Diem	\$50.00 per day
Lodging	\$150.00 per night
Black & White Printing	
8-1/2"x11" (Letter)	\$0.12 per sheet
11"x17" (Tabloid)	\$0.29 per sheet
18" x24" (Arch C)	\$2.30 per sheet
24"x36" (Arch D)	\$2.88 per sheet
30"x42" (Arch E)	\$3.45 per sheet
Color Printing (standard paper)	
8-1/2"x11" (Letter)	\$0.29 per sheet
11"x17" (Tabloid)	\$0.58 per sheet
24"x36" (Arch D)	\$9.20 per sheet
30"x42" (Arch E)	\$10.35 per sheet
Color Printing (photo paper)	
8-1/2"x11" (Letter)	\$0.58 per sheet
11"x17" (Tabloid)	\$1.15 per sheet
24"x36" (Arch D)	\$18.40 per sheet
30"x42" (Arch E)	\$20.70 per sheet
Foam Core Backer Board (30"x40")	\$14.95 per sheet

Overtime worked above 40 hrs per week will increase the hourly rates by 25%.

Annual rate adjustment is 3-4%, but will be cleared with client first.

PASSED AND ADOPTED THIS 10th DAY OF APRIL 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

April 10, 2018

**Agenda #3
Contract 18-70**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 18-70: Award for Architectural Services for the Remodel of the Community Health Care Clinic Dental Exam Suites**

INITIATED AND PRESENTED BY: **Brian K. Clifton, Public Works Director**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND:

The Community Health Care Clinic's existing dental suite footprint located in the City-County Health Department building at 115 4th St S. is being proposed for renovation into four (4) exam rooms, a medication room and a venipuncture/blood draw area. CTA, Inc. of Great Falls, MT, provided a bid for architectural services that includes compensation for each phase of service: As-Built Review and Investigation, Construction Documents - Permit Set, Bidding/Costing Coordination and Construction Administration. CTA is recommended for this project as they were the original architects on the remodel for the dental suites from its previous layout and this project remodels these suites into exam rooms as well as two other room remodels.

RECOMMENDATION: Cascade County Staff, after reviewing the bid proposal from CTA, Inc. for the renovation of the Community Health Care Clinic's existing dental suite footprint, recommends that the Board of County Commissioners award Contract to CTA, Inc. of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-70, bid proposal from CTA, Inc. for the renovation of the Community Health Care Clinic's existing dental suite footprint located in the City-County Health Department building at 115 4th St S. into four (4) exam rooms, a medication room and a venipuncture/blood draw area for a total cost to Cascade County of \$15,000 and instruct staff to complete the contracting process.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-70, bid proposal from CTA, Inc. for the renovation of the Community Health Care Clinic's existing dental suite footprint located in the City-County Health Department building at 115 4th St S. into four (4) exam rooms, a medication room and a venipuncture/blood draw area for a total cost to Cascade County of \$15,000 and instruct staff to complete the contracting process.



AIA[®] Document B101[™] – 2007

CONTRACT

18-70-

Standard Form of Agreement Between Owner and Architect

RETURN TO COMMISSION

AGREEMENT made as of the 28th day of February in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cascade County
Brian K. Clifton, Director of Public Works
279 Vaughn S. Frontage Road
Great Falls, Montana 59404
Phone: (406) 454-6920

and the Architect:
(Name, legal status, address and other information)

CTA, Inc.
219 2nd Avenue South
Great Falls, Montana 59405
Phone: (406) 452-3321

for the following Project:
(Name, location and detailed description)

Cascade County Health Department Exam Suite Renovation
115 4th Street South
Great Falls, Montana 59405

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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11	COMPENSATION
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

May 1, 2018

.2 Substantial Completion date:

August 15, 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000.00 plus \$10,000,000.00 umbrella

.2 Automobile Liability

\$1,000,000.00 plus \$10,000,000.00 umbrella

.3 Workers' Compensation (Employer's Liability)

\$1,000,000.00 (all states except Idaho - \$500,000.00) plus \$10,000,000.00 umbrella

.4 Professional Liability

\$5,000,000.00 per claim, \$10,000,000.00 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

(Paragraph deleted)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Schematic Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

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the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only

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for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	NP	
§ 4.1.6 Building Information Modeling (E202™–2008)	NP	
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	
§ 4.1.10 Value Analysis (B204™–2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site Project Representation (B207™–2008)	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	NP	
§ 4.1.15 As-Constructed Record drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™–2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	O	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22 Commissioning (B211™–2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™–2012)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™–2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

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Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Four (4) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Init.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

Init.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

Init.

A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Fifteen Thousand dollars and zero cents. \$15,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Init.

Hourly based on the attached Rate Schedule. See Exhibit "B"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	five point three	percent (	5.3	%)
(Row deleted)				
Construction Documents Phase	seventy five point six	percent (	75.6	%)
Bidding or Negotiation Phase	five point three	percent (	5.3	%)
Construction Phase	thirteen point eight	percent (	13.8	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B"

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- 3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, standard form documents;
- 5 Postage, handling and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- 8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses; and
- 11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

Init.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall not be required to pay a licensing fee. Following termination, Owner shall indemnify and hold harmless Architect from any and all liability arising out of the use or modification of any design documents provided by Architect prior or subsequent to termination.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % Monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: A/E Fee Proposal – City County Health Department

Exhibit B: CTA Standard Hourly Rates

This Agreement entered into as of the day and year first written above

OWNER

(Signature)

Jane Weber, Chairman

(Printed name and title)

ARCHITECT

(Signature)

Anthony Houtz, AIA

(Printed name and title)

Init.



Exhibit "A"

PIONEERING ENVIRONMENTS

February 27, 2018

Mr. Brian Clifton, Director
Cascade County Public Works
279 Vaughn S Frontage Road
Great Falls, MT 59405

Re: A/E Fee Proposal – City County Health Department

Mr Clifton :

Thank you again for the opportunity to work with you on the renovation of the dental suite at the City-County Health Department in Great Falls. Our primary goal is to make sure you have the expertise and resources at your disposal to best meet the needs of the project.

We will attempt to streamline the design process to complete the construction documents as efficiently as possible. I have structured this proposal to give you as much information as possible so we can tailor our services to best assist you as you move forward with the project.

We ultimately want to be able to provide you with the advice and resources you need and get you the expertise you need for this to be a fully successful and enjoyable construction experience. As such, this proposal serves as an outline of what CTA can offer for the project. If there are any services or scope that should be adjusted to more fully reflect your needs, please let me know and we can restructure to better serve you.

SCOPE OF PROJECT

The project consists of the renovation of the existing dental suite area into (4) exam rooms. Currently there is 1 larger dental operator (converted exam room), 2 smaller dental operatories, and a work space in the proposed location. Adjacent to this block of rooms are three support areas that will be converted into a meds room and a venipuncture/blood draw area. It is anticipated that each of the exam rooms will match existing exam room furnishings, layout, etc, with the exception of the wardrobe cabinet, which is not required in the new rooms.

The overall layout of the facility is relatively straightforward. Design of the facility will require technical coordination of the mechanical and electrical systems serving the proposed new uses, but the main systems should remain intact. Existing fire sprinkler system will need to accommodate the new layouts, as will provisions for plumbing.

OUTLINE OF WORK

CTA will provide design documents for construction that encompass the primary systems of the proposed building, in detail. All of these documents will be submitted to the local jurisdiction to obtain a building permit, and will include the following disciplines and divisions :

- Code Analysis – as needed per scope of work
- Architectural –space layout, dimension, and design
- Mechanical – design/specification for modifying the existing delivery.
- Plumbing – design/specification for modifying existing plumbing.
- Electrical – design/specification for new lighting, power, and data
- Structural – no structural work is anticipated
- Fire Protection – scope of work will require fire protection modification, but it is assumed that these modifications will be minor enough to not require new design or hydraulic calculations.

In addition, CTA will provide bidding or costing assistance and construction administration on an as-needed basis for the project. Aside from specific special inspections, these services are not typically required by the local building official, and as such, we can structure those services around your specific needs and we would only bill on an hourly basis as needed for the project.

PROPOSAL

Based on Scope of Project and Services described below, CTA proposes working toward a budgeted amount for each portion of the project. The project will be billed monthly based on completion. Payments are due and payable fifteen (15) days from the date of CTA's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1% per month.

The budget figure can be adjusted, although we feel this is, in general, a reasonable reflection of the effort required for the project. CTA will be happy to work with your team to identify project scope or services that can be expanded, reduced or eliminated.

Design Services Budget:

• Arch, Mech, Elect, and Plumbing	
○ As-built review and investigation	\$800
○ Construction Documents – Permit Set	\$11,350
○ Bidding/Costing Coordination	\$ 800
○ Construction Administration	<u>\$ 2,050</u>
Total Design Fees	\$15,000

If this proposal meets your approval, please sign one copy and return as a Notice to Proceed. We very much appreciate the opportunity to be a part of your team. Again, if you have any questions at all, or wish to modify this proposal or scope of work, please let me know.

Respectfully submitted,

Anthony Houtz, AIA, LEED AP
CTA Architects Engineers

Mr. Brian Clifton, Director
Cascade County Public Works

Exhibit "B"

2018 Standard Hourly Rates



ARCHITECTURAL

	Min	Max
Architectural Production.....	\$ 62.00	\$ 117.00
Architectural.....	\$ 75.00	\$ 113.00
Architectural Senior.....	\$ 98.00	\$ 186.00
Project Manager.....	\$ 99.00	\$ 144.00
Project Manager Senior.....	\$ 136.00	\$ 169.00
Landscape Architect.....	\$ 65.00	\$ 102.00
Landscape Architect Senior.....	\$ 126.00	\$ 160.00
Planner.....	\$ 106.00	\$ 130.00
Interior Designer.....	\$ 60.00	\$ 81.00
Interior Designer Senior.....	\$ 85.00	\$ 155.00
Architectural Principal.....	\$ 161.00	\$ 286.00

ENGINEERING

Engineering Production Civil.....	\$ 74.00	\$ 87.00
Engineering Civil.....	\$ 82.00	\$ 110.00
Engineering Civil Senior.....	\$ 124.00	\$ 167.00
Engineering Production Structural.....	\$ 60.00	\$ 103.00
Engineering Structural.....	\$ 104.00	\$ 126.00
Engineering Structural Senior.....	\$ 133.00	\$ 165.00
Engineering Production Electrical.....	\$ 57.00	\$ 119.00
Engineering Electrical.....	\$ 91.00	\$ 152.00
Engineering Electrical Senior.....	\$ 117.00	\$ 213.00
Engineering Production Mechanical.....	\$ 51.00	\$ 102.00
Engineering Mechanical.....	\$ 81.00	\$ 152.00
Engineering Mechanical Senior.....	\$ 115.00	\$ 214.00
Engineering Production Refrigeration.....	\$ 35.00	\$ 83.00
Engineering Refrigeration.....	\$ 76.00	\$ 104.00
Engineering Refrigeration Senior.....	\$ 106.00	\$ 185.00
Engineering Principal.....	\$ 178.00	\$ 235.00

SUPPORT

Project Coordinator.....	\$ 60.00	\$ 78.00
Administrative Assistant.....	\$ 46.00	\$ 79.00
Graphic Designer.....	\$ 72.00	\$ 136.00

PASSED AND ADOPTED THIS 10th DAY OF APRIL 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

April 10, 2018

Agenda #4
Contract 18-71

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 18-71: Award for Architectural Services for the proposed replacement of Grandstand Bleachers at ExpoPark**

INITIATED AND PRESENTED BY: **Brian K. Clifton, Public Works Director**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND:

The existing outdoor grandstands at Montana ExpoPark located at 400 3rd St NW are being proposed for demolition, and in its place, a new set of bleachers will be placed on the site. Nelson Architects of Great Falls, MT, provided a bid for architectural services that includes compensation for Design and Construction Administration on this project.

RECOMMENDATION: Cascade County Staff, after reviewing the bid proposal from Nelson Architects for Design and Construction Administration services on the demolition and replacement of the existing outdoor grandstands located at Montana ExpoPark, recommends awarding Contract to Nelson Architects of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-71, bid proposal from Nelson Architects for the Design and Construction Administration services on placing a new set of bleachers at Montana ExpoPark, 400 3rd St NW, following the demolition of the existing outdoor grandstands, for a total cost to Cascade County of \$18,980, and instruct staff to complete the contracting process.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-71, bid proposal from Nelson Architects for the Design and Construction Administration services on placing a new set of bleachers at Montana ExpoPark, 400 3rd St NW, following the demolition of the existing outdoor grandstands, for a total cost to Cascade County of \$18,980, and instruct staff to complete the contracting process.



AIA® Document B105™ – 2017

RETURN TO COMMISSION

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of March in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cascade County, Other
121 4th Street North #2H-21
Great Falls MT 59401
Telephone Number: 406-454-6905
Fax Number: 406-454-6919

and the Architect:

(Name, legal status, address and other information)

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

for the following Project:

(Name, location and detailed description)

Cascade County Bleachers
400 3rd Street NW Great Falls, MT 59404
Replace Fairground Bleachers

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Civil for stormdrain tie in, Electrical for adjustment of existing light poles and new LED light heads

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

18,980.00

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid 45 (forty-five) days after the invoice date shall bear interest from the date payment is due at the rate of nine percent (9 %) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond 6 (Six) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

See Attachment A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Brian Clifton, Public Works Director
(Printed name and title)

ARCHITECT *(Signature)*

Dale Nelson, Senior Managing Partner
(Printed name, title, and license number, if required)



Nelson architects

621 2nd Avenue North • Great Falls, MT 59401 • 406-727-3286 Office • 406-770-3088 Fax • info@nelsonarchitects.com • nelsonarchitects.com

Attachment A

March 12, 2018

Brian Clifton
Cascade County Planning Director
121 4th Street North
Great Falls, MT 59401
(Transmitted via e-mail: bclifton@casadecountymt.gov)

RE: Fee Proposal for Design Services for Fairgrounds grandstand bleachers

Brian:

We are pleased to be submitting this formal fee proposal for the bleacher replacement.

Items to be included in this scope of work:

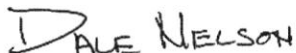
- Work with bleacher supplier on size and placement of new bleachers
- Code study of new layout
- Examine shop drawings and structural requirements form bleacher submittals
- Site plan showing demo conditions and new conditions
- Work with owner's environmental testing report to develop demo plan
- Work with owner's Utility Survey to establish best foundation locations
- Civil engineering design to connect existing area drain to existing storm sewer main
- Work with owner's Geotechnical report to develop foundation ideas to support bleacher loads as supplied by bleacher supplier.
- Redesign existing pole lights to receive LED replacement heads – Lower pole as appropriate for chosen light, design bracket to support new light heads
- Provide Bidding and negotiation services for project
- Provide Construction Administration

This does not include any plumbing, electrical, or mechanical services. We will work with consultants as necessary for these services should it be needed during the scope of the project.

For this effort our design fee would be **\$18,980.00**.

Thank you for the opportunity to submit this proposal. If acceptable, we will generate a contract for you to review. If there are any questions, please feel free to call me at any time. Thank you for your time.

Sincerely,


DALE NELSON

Dale Nelson, NCARB, AIA, LEED AP

Dream • Design • Build

PASSED AND ADOPTED THIS 10th DAY OF APRIL 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

April 10, 2018

AGENDA #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	Resolution # 18-36: Final Resolution Amending County Zoning District Map
INITIATED	John Paul
PRESENTED BY	Sandor Hopkins, Planning Division
ACTION REQUESTED:	Final Resolution to rezone parcel #0002712775, described as Lot A1 of Paul's Plat, located in S33, T21N, R4E, P.M.M., Cascade County, Montana, from "I-1" Light Industrial to "I-2" Heavy Industrial

BACKGROUND: John Paul and Pre-Engineered Fire Systems have submitted a zone change request for his property located in Section 33, Township 21 North, Range 04 East, P.M.M., Cascade County, MT. The property has a physical address of 4725 22nd Ave N, Parcel #0002712775, Geocode: 02-3139-33-4-01-12. The applicant is requesting the property be rezoned from "I-1," Light Industrial, to "I-2," Heavy Industrial.

The Cascade County Planning Board recommended on January 30, 2018, with a vote of 6-1, that the Cascade County Commission adopt the Staff Report and approve the rezone. On February 27, 2018, a Resolution of Intention to Amend County District Zoning Map was brought before the Cascade County Commission which was adopted on a vote of 2-1.

Procedural History and Legal Notices:

- On December 12, 2017 the applicant submitted a Zoning Change Application.
- Legal notices for the Planning Board public hearing were sent to adjoining parcel owners via certified mail on January 18, 2018.
- Legal notice of the Cascade County Planning Board public hearing was published in the *Great Falls Tribune* on January 7, 2018 and January 14, 2018.
- The Planning Board held a public hearing during their meeting on January 30, 2018.

- Legal notice of the February 27, 2017 Cascade County Commission hearing was published in the *Great Falls Tribune* on January 7, 2018 and January 14, 2018.
- First publishing of legal notice begins the 45-day period requirement before the Commissioner's meeting as required by MCA 76-2-205. The 45 day period was met on February 21, 2018.
- On February 27, 2018, the Cascade County Commission approved the Resolution of Intention to Rezone Parcel 0002712775 known as lot A1 of Paul's Plat, located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, MT.
- Public Notice of Passage of Resolution of Intention to amend County Zoning District was published in the *Great Falls Tribune* on March 4, 2018 and March 11, 2018.
- A 30 day Comment period began at first publishing of this notice; this comment period ended on April 3, 2018.
- Under MCA section 76-2-205, the County Commissioners are authorized to adopt the final resolution approving the rezoning application since there were no written objections received.

A 30-day protest period as required by MCA 76-2-205 (5)(d) was implemented beginning after the first publication of legal notice published on March 4, 2018. No written protests were received from persons owning real property within the district. Therefore, the Board of County Commissioners may in its discretion adopt the resolution creating the zoning district within 30 days after the expiration of the protest period pursuant to MCA 76-2-205 (6).

RECOMMENDATION: Adopt Resolution #18-36, a final resolution to rezone parcel #0002712775 known as lot A1 of Paul's Plat from "I-1" Light Industrial to "I-2" Heavy Industrial, as no written protests have been received.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners **APPROVE** the adoption of Resolution #18-36, the Final Resolution to rezone parcel #0002712775, known as lot A1 of Paul's Plat, from "I-1" Light Industrial to "I-2" Heavy Industrial District, located in Section 33, Township 21N, Range 4E, P.M.M., Cascade County, MT.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commissioners **REJECT** the adoption of Resolution #18-36, the Final Resolution to rezone parcel #0002712775, known as lot A1 of Paul's Plat, from "I-1" Light Industrial to "I-2" Heavy Industrial District, located in Section 33, Township 21N, Range 4E, P.M.M., Cascade County, MT.

Attachments: Final Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: Resolution Amending County
Zoning District Map**

Resolution 18-36

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution 05-018 on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "I-1" Light Industrial to "I-2" Heavy Industrial District classification for Parcel 0002712775 known as Lot A1 of Paul's Plat, located in Section 33, T. 21N., R. 4E., P.M.M., Cascade County Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested County zoning change was published in the *Great Falls Tribune* on January 7, 2018 and January 14, 2018; and

WHEREAS, the Cascade County Planning Board on January 30, 2018, held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held January 30, 2018 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application; and

WHEREAS, on February 27, 2018, the Board of County Commissioners passed a "Resolution of Intention to Amend County Zoning District Map"; and,

WHEREAS, on March 4, 2018 and March 11, 2018, the Board of County Commissioners did cause to be published in the *Great Falls Tribune* a "Public Notice of Passage of Resolution of Intention to Amend County Zoning District Map," and

Resolution 18-36

WHEREAS, the public notice established and provided for a thirty (30) day protest period for receipt of written protest by the Board of County Commissioners; and,

WHEREAS, there has not been sufficient protest to prevent changing of the zoning classification upon the tract of land hereinabove described,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "I-1" Light Industrial to "I-2" Heavy Industrial District for Lot A1 of Paul's Plat, located in Section 33, T. 21N., R. 4E., P.M.M., Cascade County, Montana, as shown on Exhibit A attached hereto and by this reference incorporated herein.

This resolution shall take and be in full force and effect as of the date set forth herein below.

Passed and adopted this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore
Cascade County Clerk and Recorder

GIANT SPRINGS RD

BURLINGTON NORTHERN SANTA FE RAILROAD

PAUL JOHN
EDWIN &
SHAUNA LOU

TAMIETTI
WILLIAM
J JR

KUNESH
ALBERT
L ETAL

22ND AVE N

NELSON
JAN C &
KERRI

FILIPOWICZ
JAMES S &
DEBRA A

48TH ST N

18TH AVE N



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April 10, 2018

AGENDA #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Resolution 18-37: Application for Buildings for Lease or Rent Black Eagle Storage, LLC
INITIATED BY	Dan Bowman, Black Eagle Storage LLC 5535 Green Teal Drive, Billings, MT 59106
PRESENTED BY	Alex Dachs Public Works Planning Division
ACTION REQUESTED	Approval of Resolution 18-37

BACKGROUND:

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate buildings for lease or rent (or BLR). Some of Montana's counties felt developers and land owners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR regulations are an attempt to ensure all of Montana's counties regulate these buildings.

The Applicant has proposed three (3) storage buildings, one of which will house 31 units, and the other two housing 47 units each is permitted under the BLR regulations. There are currently seven (7) buildings on the property, four (4) that were constructed prior to BLR regulations or were exempt, then three (3) that were built in 2017. A building is defined in Section 76-8-101(1), MCA, as a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. Any proposed storage development with more than thirty (30) units must be approved by the Cascade County Commission.

SPECIAL INFORMATION:

1. The lots will be accessed from the existing approach from Old Havre Highway, internal access is provided by a two-way access road that currently exists.
2. The proposed mini-storage units will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Black Eagle Volunteer Fire Department.
3. This proposal will meet all zoning setbacks from property lines as proposed.
4. The development will have three (3) storage buildings, one of which will house 31 units, and the other two housing 47 units each. No proposed buildings will require water and wastewater facilities.

5. Storage will be contained inside all mini-storage units, outside storage of recreational vehicles, boats, or motor vehicles may require installation of shielding or sight obscuring materials. Due to the topography and the roadway adjacent to the parcel being above the average ground of the parcel, shielding may have little or no effect.

RECOMMENDATION: Cascade County Staff, after reviewing the Buildings for Lease or Rent Application, believe that this application meets the requirements of Cascade County Zoning and Buildings for Lease or Rent regulations.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Madam Chair, I move the Cascade County Commission, after consideration of the Agenda Action Report, that the three (3) storage buildings, one of which will house 31 units, and the other two housing 47 units each be approved subject to the following conditions:

1. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits; and
2. The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
3. Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
4. Landscaping requirements shall be in accordance with Section 8.18 of the Cascade County Zoning Regulations; and
5. Applicant obtain Location/Conformance Permit for the proposed development.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Cascade County Commission, after consideration of the Agenda Action Report, that the three (3) storage buildings, one of which will house 31 units, and the other two housing 47 units each building be denied.

ATTACHMENTS: Buildings for Lease or Rent Application

Cc: Black Eagle Storage LLC

Buildings for Lease or Rent Application Approval

under authority of Title 76, Part 8, Montana Code Annotated

On April 10, 2018, the Cascade County Commissioners met and approved Resolution 18-37, the application submitted by Dan Bowman, for three (3) storage buildings, one of which will house 31 units, and the other two housing 47 units each at parcel # 0002607900, Cascade County, MT. The Commissioners' approved the application with five conditions:

- 1) The applicant must obtain any other required Federal, State, or County permits and comply with the regulations associated with any other permits.
- 2) The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
- 3) Storage of flammable or explosive liquids, solids, or gases shall not be permitted,
- 4) Landscaping requirements shall be in accordance with Section 8.18,
- 5) Applicant obtain Location/Conformance Permit for the proposed development.

Dated this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Jane Weber, Chair

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

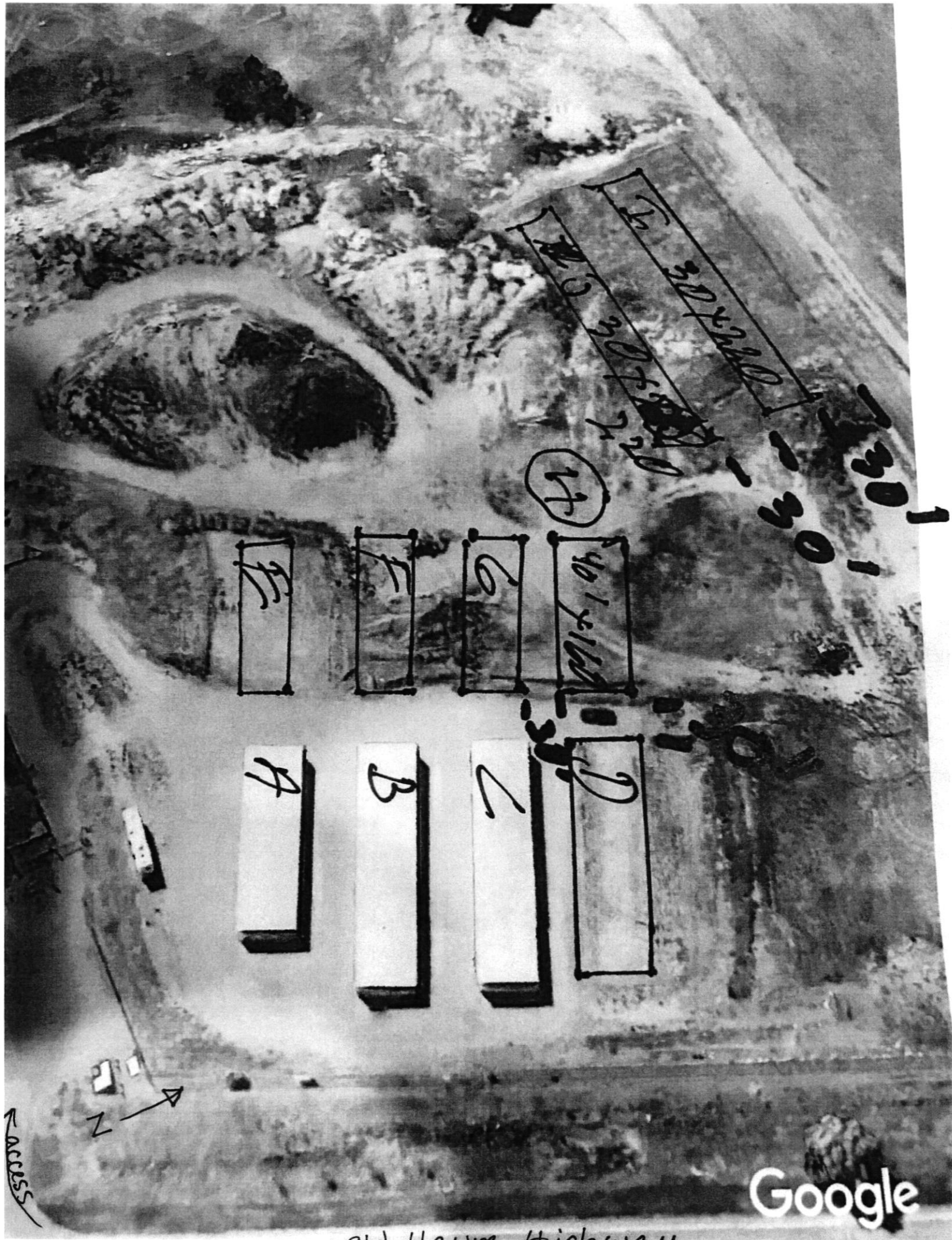


PARCEL 2607900



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Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



April 10, 2018

AGENDA #7

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	<u>Public Hearing</u> Resolution 18-38: Petition to Abandon a County Road
INITIATED BY	Trophy Property Developers Inc.
PRESENTED BY	Sandor Hopkins, Planner
ACTION REQUESTED	Approval of Resolution 18-38

BACKGROUND:

Trophy Property Developers Inc. (TPD) have petitioned the Cascade County Commission to abandon a portion of Old Armington Highway lying from the intersection at Peacemaker Ridge Road southbound to the intersection with the recreation/emergency secondary access known as Clubhouse Rd in Sections 12 & 13, Township 18 North, Range 6 East, Cascade County, MT. On Wednesday, November 29, 2017, Planning Staff visited that portion of Old Armington Highway described previously with Commissioner Larson, and again on November 30, 2017, with Commissioner Weber.

The current condition of the road is impassable, closed by order of the Public Works Director for safety purposes. The northern half of the proposed abandonment has been barricaded since 2011 when a part of it washed out after consecutive days of heavy rains. The southern half from the intersection at Clubhouse Rd northbound to the barricade is effectively a dead end that does not provide primary access to any other parcels. Trophy Property Developers would like to take over the road so that they can privately fund reconstruction and incorporate the road into the Ranches at Belt Creek subdivision.

As required by M.C.A. 7-14-2601 through 7-14-2622, a petition signed by ten freeholders has been received and certified by the Cascade County Clerk and Recorder. The abandonment of the road will not inhibit access to any property, the provision of emergency services to any property, and does not provide exclusive access to state lands. The Public Works Road and Bridge Superintendent has no objection to the proposed abandonment. There are no utilities that will be impacted by the proposed abandonment.

Legal notice of the public hearing was published in the Great Falls Tribune on April 1, 2018 and April 8, 2018, and Certified Mail with notice was sent to the adjacent landowners on March 28, 2018.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners **APPROVE** Resolution 18-38, abandoning that portion of county road being Old Armington Hwy lying between the intersection with Peacemaker Ridge Road southbound to the intersection with the recreation/emergency secondary access known as Clubhouse Rd in Sections 12 & 13, Township 18 North, Range 6 East, Cascade County, MT, as described within this report, and as identified by map subject to the following conditions:

1. The abandoned road reverts to the ownership of the adjacent property owners, with the concurrence of any and all property owners, and
2. The petitioner causes to be filed a Certificate of Survey delineating the boundaries of the affected property within six (6) months of the date of the resolution to abandon said portion of road.

MOTION TO DENY: Madam Chair, I move that the Commissioners **DISAPPROVE** Resolution 18-38, abandoning that portion of the county road being Old Armington Hwy lying between the intersection with Peacemaker Ridge Road southbound to the intersection with the recreation/emergency secondary access known as Clubhouse Rd in Sections 12 & 13, Township 18 North, Range 6 East, Cascade County, MT, as described within this report, and as identified by map.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 18-38

IN THE MATTER TO ABANDON THAT PORTION OF ARMINGTON ROAD LYING BETWEEN PEACEMAKER RIDGE RD AND THE RECREATIONAL/EMERGENCY SECONDARY ACCESS UNOFFICIALLY KNOWN AS CLUBHOUSE DRIVE. SECTIONS 12 & 13, TOWNSHIP 18 NORTH, AND RANGE 06 EAST P.M.M., CASCADE COUNTY, MONTANA;

WHEREAS, pursuant to MCA §7-14-2601, The Board of Cascade County Commissioners may abandon a county road upon the petition in writing of any ten, or a majority, of the freeholders of a road district taxable therein; and

WHEREAS, pursuant to MCA §7-14-2601 through MCA §7-14-2622, a legal petition has been signed and submitted by ten freeholders of the road district taxable; and

WHEREAS, said road does not provide exclusive access to private land; and

WHEREAS, said road does not provide exclusive legal access to public land or waters, including access for public recreational use; and

WHEREAS, upon receipt of said petition the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA §7-1-2121; and

WHEREAS, site has been inspected by one County Commissioner prior to final action by the County Commission; and

WHEREAS, a public hearing was conducted according to statute on December 12, 2017; and

WHEREAS, there were no protests to the proposed abandonment.

RESOLUTION 18-38

THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners that the portion of Armington Road, lying between Peacemaker Ridge Rd, and the Recreational/Emergency Secondary Access unofficially known as Clubhouse Dr. Sections 12 & 13, Township 18 North, Range 06 East, Cascade County, Montana be abandoned.

Passed and adopted on this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Ft Moore, Clerk and Recorder